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**Missouri Public
Service Commission**

Attachment 2

Interconnection Agreement

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

SOUTHWESTERN BELL TELEPHONE COMPANY

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

SOUTHWESTERN BELL TELEPHONE COMPANY

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

by and between

Southwestern Bell Telephone Company

and

Omniplex Communications Group, LLC

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 "Agreement", is by and between SBC Communications Inc. covering Nevada Bell (a Nevada corporation), Pacific Bell (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and, Omniplex Communications Group, LLC ("CLEC"), (a Delaware corporation), shall apply to the state(s) of Missouri and Texas.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective telephone exchange service facilities in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and/or Texas; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 "the Act" and additional services as set forth herein; and

WHEREAS, for purposes of this Agreement, the CLEC intends to operate where Nevada Bell (hereinafter "NEVADA"), Pacific Bell (hereinafter "PACIFIC"), The Southern New England Telephone Company (hereinafter "SNET") and/or Southwestern Bell Telephone Company (hereinafter "SWBT") are the incumbent local exchange carrier(s) and CLEC, a competitive local exchange carrier, is certified by the Public Utilities Commission of Nevada, the Public Utilities Commission of the State of California, the Connecticut Department of Public Utility Control, the Arkansas Public Service Commission, the Kansas Corporation Commission, the Missouri Public Service Commission, the Oklahoma Corporation Commission and/or the Public Utility Commission of Texas, as required.

NOW, THEREFORE, CLEC and NEVADA, PACIFIC, SNET and/or SWBT hereby agree as follows:

1. DEFINITIONS

1.1 GENERAL DEFINITIONS

- 1.1.1 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.3 **"Advanced Services"** means intrastate or interstate wireline telecommunications services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.3.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.3.2 x.25-based and x.75-based packet technologies, or
 - 1.1.3.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.4 **"Affiliate"** is as defined in the Act.
- 1.1.5 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority, including without limitation those relating to the environment, health and safety, which apply or relate to work locations or the subject matter of this Agreement.
- 1.1.6 **"Automatic Number Identification" (ANI)** is a Feature Group D or a CAMA signaling parameter that forwards the telephone "CAMA" or billing number "FG-D" of the calling Party.
- 1.1.7 **"Bill and Keep"** is a form of mutual compensation for the termination of local traffic in which each Party terminates the other Party's traffic without

explicit monetary compensation in return for the other Party terminating its traffic, also without explicit monetary compensation.

- 1.1.8 **"Busy Line Verification" (BLV)** is a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.9 **"Calling Number Delivery"** is a feature that enables an end user to view the directory number of the calling party on a display unit.
- 1.1.10 **"Calling Party Number" (CPN)** is a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the end office.
- 1.1.11 **"Centralized Message Distribution System" (CMDS)** is the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.12 **"Collocation"** and terms related thereto are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.13 **"Common Channel Signaling" (CCS)** is a special network, fully separate from the transmission path of the public switched network that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.14 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.15 **"Commission" (PUC)** means the applicable State agency with regulatory authority over Telecommunications. The following is a list of the appropriate State agencies; the Public Utilities Commission of Nevada, the Public Utilities Commission of the State of California, the Connecticut Department of Public Utility Control, the Arkansas Public Service Commission, the Kansas Corporation Commission, the Missouri Public Service Commission, the Oklahoma Corporation Commission and the Public Utility Commission of Texas. (For the applicable Connecticut Commission see definition of Department).
- 1.1.16 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point.

The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

- 1.1.17 **"Dialing Parity"** is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.18 **"Department"** (DPUC) stands for the Connecticut Department of Public Utility Control.
- 1.1.19 **"Digital Cross Connect Panel"** (DSX Panel) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.1.20 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.21 **"Digital Signal Level 0"** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.22 **"Digital Signal Level 1"** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.1.23 **"Digital Signal Level 3"** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.24 **"Digital Subscriber Line"** (DSL) is as defined in the DSL Applicable Appendix and/or the applicable tariff, as appropriate.
- 1.1.25 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties or by another telecommunications service provider as a retail customer and not for the purposes of resale.
- 1.1.26 **"Enhanced Service Provider"** (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.27 **"Exchange Access"** is as defined in the Act.
- 1.1.28 **"Exchange Message Interface"** (EMI) (formerly Exchange Message Record- EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

- 1.1.29 **"Exchange Service"** means Telephone Exchange Service as defined in the Act.
- 1.1.30 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to Telephone Company end office switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.31 **"FCC"** stands for the Federal Communications Commission, a U.S. government agency empowered to regulate radio and TV broadcasting and interstate and international telecommunications in the public interest.
- 1.1.32 **"Integrated Services Digital Network" (ISDN)** is a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer channels and 1 data channel. PRI is up to 1.5 mbps and BRI is 128 kbps.
- 1.1.33 **"Interconnection"** is as defined in the Act.
- 1.1.34 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame.
- 1.1.35 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Service.
- 1.1.36 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 1.1.37 **"Local Access Transport Area" (LATA)** is as defined in the Act.
- 1.1.38 **"Local Exchange Carrier" (LEC)** is as defined in the Act.
- 1.1.39 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.40 **"Local Exchange Traffic"** is as defined in the Act.

- 1.1.41 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an end user. The LSP may or may not provide any physical network components to support the provision of that end user’s service.
- 1.1.42 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.43 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.44 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more local exchange carriers (LECs) for the routing of traffic to and from interexchange carriers with whom one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate Commission/Department ordered tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.45 **“Multiple Bill/Single Tariff”** is the meet-point billing method where each LEC (or CLEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which the LEC (or CLEC) provides. The MECAB documents refer to this method as Multiple Bill/Single Tariff.
- 1.1.46 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.47 **“Network Element”** is as defined in the Act.

- 1.1.48 **"North American Numbering Plan"** (NANP) is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.1.49 **"Numbering Plan Area"** (NPA) is also sometimes referred to as an area code or the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" "SAC Code", is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.
- 1.1.50 **"NXX Code" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.51 **"Ordering and Billing Forum"** (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document telecommunication industry guidelines and standards.
- 1.1.52 **"Party"** means either CLEC or SBC-8STATE; use of the term "Party" includes each of the ILECs that is a party to this Agreement. "Parties" means both CLEC and SBC-8STATE; use of the term "Parties" includes each of the ILECs that is a party to this Agreement."
- 1.1.53 **"Point of Interconnection"** (POI) is a physical location at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 1.1.54 **"Physical Collocation"** is as defined in the applicable Appendix Collocation or applicable tariff, where appropriate.
- 1.1.55 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.56 **"Service Control Point"** (SCP) is the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time

database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

- 1.1.57 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.58 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.1.59 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points ("SSP"), Service Control Points ("SCP"), Signaling Points ("SP"), and other STPs in order to set up calls and to query databases for advanced services.
- 1.1.60 **"SBC Communications Inc." (SBC)** means the holding company that owns the following ILECs: Nevada Bell, Pacific Bell, The Southern New England Telephone Company and Southwestern Bell Telephone Company that do business in Nevada, California, Connecticut, Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.61 **"SBC-8STATE"** for the purpose of this agreement means Nevada Bell, Pacific Bell, The Southern New England Telephone Company and Southwestern Bell Telephone Company.
- 1.1.62 **"SBC-7STATE"** for the purpose of this agreement means Nevada Bell, Pacific Bell, and Southwestern Bell Telephone Company.
- 1.1.63 **"SWBT-A"** for the purpose of this agreements means the terms and conditions are only applicable to Arkansas.
- 1.1.64 **"SWBT-K"** for the purpose of this agreements means the terms and conditions are only applicable to Kansas.
- 1.1.65 **"SWBT-M"** for the purpose of this agreements means the terms and conditions are only applicable to Missouri.
- 1.1.66 **"SWBT-O"** for the purpose of this agreements means the terms and conditions are only applicable to Oklahoma.
- 1.1.67 **"SWBT-T"** for the purpose of this agreements means the terms and conditions are only applicable to Texas.

1.1.68 **"State Abbreviation"** means the following:

- 1.1.68.1 "AR" means Arkansas
- 1.1.68.2 "CA" means California
- 1.1.68.3 "CT" means Connecticut
- 1.1.68.4 "KS" means Kansas
- 1.1.68.5 "MO" means Missouri
- 1.1.68.6 "NV" means Nevada
- 1.1.68.7 "OK" means Oklahoma
- 1.1.68.8 "TX" means Texas

1.1.69 **"Telecom"** is as defined in the Act.

1.1.70 **"Telecommunications Carrier"** is as defined in the Act.

1.1.71 **"Telecommunications Service"** is as defined in the Act.

1.1.72 **"Telephone Exchange Service"** is as defined in the Act.

1.1.73 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.1.74 **"Virtual Collocation"** is as defined in applicable Appendix Collocation, or tariff, where appropriate.

1.2 DEFINITIONS APPLICABLE TO SWBT, PACIFIC AND NEVADA (SBC-7STATE) ONLY

1.2.1 **"Automated Message Accounting"** (AMA) is a structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.2.2 **"CABS"** means the Carrier Access Billing System.

1.2.3 **"Central office switch"** (Central Office) is a switching entity within the public switched telecommunications network that serves as either an End Office Switch, a Tandem Switch or a combination thereof.

- 1.2.3.1 **"End Office Switch"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.2.3.2 **"Tandem Switch"** is a switching machine that switches traffic between End Offices. A Tandem Switch does not include a PBX.
- 1.2.4 **"Commercial Mobile Radio Services" (CMRS)** means a person or entity that is licensed to make available Commercial Mobile Radio Service, as defined in the Code of Federal Regulations, Title 47, Part 20.
- 1.2.5 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
- 1.2.6 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-7STATE and forwarded to CLEC.
- 1.2.7 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC-7STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables SBC-7STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.2.8 **"Designated Central Office Document" (Document DCO)** is a document that is referenced in SBC-7STATE Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, the POI(s) and the applicable PACIFIC Central Offices. Document DCO is utilized in PACIFIC only.
- 1.2.9 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.2.10 **"Feature Group A (FGA)"** means calls either originated by, or delivered to, a customer who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are

originated from and/or delivered to numbers which are assigned to a rate center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate FGA Appendix.

- 1.2.11 **"Fiber Meet"** is an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.
- 1.2.12 **"Foreign Exchange" (FEX)** means a service whereby calls either originated by or delivered to a customer who has purchased FEX service from the state or interstate tariffs of either Party. FEX also includes, but is not limited to, FEX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a rate center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FEX service can be either interLATA or intraLATA. InterLATA FEX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FEX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing procedure.
- 1.2.13 **"Interexchange Carrier" (IXC)** (also referred to as "Switched Access Customer") is a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.2.14 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.2.15 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the Commission.
- 1.2.16 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to SWBT only)

- 1.2.17 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE "GR-317".
- 1.2.18 **"Local Number Portability"** (LNP) is synonymous with Permanent Number Portability.
- 1.2.19 **"Location Routing Number"** (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.2.20 **"Main Distribution Frame"** (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.21 **"Meet-Point Billing"** (MPB) refers to the billing associated with interconnection of facilities between two or more local exchange carriers (LECs) for the routing of traffic to and from interexchange carriers with whom one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.2.22 **"Meet-Point Trunks/Trunk Groups"** (MPTGs) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.2.23 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.
- 1.2.24 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.
- 1.2.25 **"Network Element Bona Fide Request"** (BFR) is the process described in the applicable Appendix UNE.

1.2.26 **"Originating Line Information" (OLI)** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

1.2.27 **"Permanent Number Portability" (PNP)** is a database method of providing LNP that is consistent with the Act and complies with the long-term LNP performance criteria set forth in 47 C.F.R. Section 52.3(a).

1.2.28 **"Rate Center Area"** means the following in each applicable area:

1.2.28.1 **SWBT**

1.2.28.1.1 "Rate Center" uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

1.2.28.2 **PACIFIC**

1.2.28.2.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the Cal.PUC.A2, 2.1.1 Definition of Terms.

1.2.28.3 **NEVADA**

1.2.28.3.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUCN tariff A6.2.7

1.2.29 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the

Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

- 1.2.30 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.2.31 **"Switched Access"** service is an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services includes: Feature Group B "FGB", Feature Group C "FGC", Feature Group D "FGD", Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for the purpose of local exchange interconnection.
- 1.2.32 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.2.33 **"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example by illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA SAC codes.
- 1.2.34 **"Trunk(s)"** means a communication line between two switching systems.
- 1.2.35 **"Wire Center"** is the location of one or more local switching systems. A point at which customer's loops converge.

1.3 DEFINITIONS APPLICABLE TO SNET ONLY

- 1.3.1 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its end user. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.3.2 **"Centralized AMA" (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a tandem office and is used by offices that do not have LAMA (Local AMA). The end office must send ANI digits to the CAMA office for billing a calling subscriber.
- 1.3.3 **"Cascade Multiplexing"** means a derived channel multiplexed to derive additional channels with a lesser capacity.

- 1.3.4 **“Central Office Switch”, “Central Office” (CO)** means a switching entity within the public switched telecommunications network, including but not limited to:
- 1.3.4.1 **“End Office Switches”** are Class 5 switches from which end user Exchange Services are directly connected and offered.
- 1.3.4.2 **“Tandem Office Switches”** are Class 4 switches used to connect and switch trunk circuits between Central Office Switches and also provide connections between end offices and interexchange carrier switches Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).
- 1.3.5 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.3.6 **“C-LEC Guide”** means a SNET Network Services publication that contains descriptive information about SNET’s local exchange business, products and/or services.
- 1.3.7 **“ConNET”** is a CT packet switching network used for data communication to and from hosts and databases.
- 1.3.8 **“Derived Channel Activation” (DCA)** means channels derived from multiplexing a higher capacity service.
- 1.3.9 **“DPUC”** refers to the Connecticut Department of Public Utility Control.
- 1.3.10 **“Enhanced LECLink”** is SNET’s customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).
- 1.3.11 **“800 Series”** is a telecommunications service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the “800” Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider’s network translates the 800 series number into a conventional 7 or 10 digit phone number for network switching and routing.
- 1.3.12 **“Initial Billing Company” (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.

- 1.3.13 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.
- 1.3.14 **"Local Service Area"** is a set of contiguous central offices to be determined by each respective provider as directed by the DPUC and includes the extended local calling area.
- 1.3.15 **"Long Term Number Portability" (LTNP)** means the permanent solution to provide fully transparent LTNP for all End Users and all providers without limitation.
- 1.3.16 **"Loop"** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at an End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the SNET designated serving wire center.
- 1.3.17 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Service Area" calls that originate on one network and terminate on the other network.
- 1.3.18 **"Network Service Provider" (NSP)** provides physical network components utilized in the provision of telecommunications service. The NSP may or may not also be the LSP for an End User's service. There may be multiple NSPs contributing network components to provide a single End User's service.
- 1.3.19 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.
- 1.3.20 **"Port"** is the point of interface/access connection to the SNET public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.3.21 **"Rate Center Area"** means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.
- 1.3.22 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.3.23 **"Service Provider Local Number Portability" (SPLNP)** is the interim call forwarding service as approved by the CT DPUC until a Long Term

Number Portability service is implemented. This solution permits the End User to retain the existing telephone number assigned for use when changing LSPs, provided that the End User's physical location remains in the same Exchange Service area as the end user's previously assigned telephone number.

- 1.3.24 **"Subsequent Billing Company"** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)
- 1.3.25 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
- 1.3.26 **"Transaction Capabilities Application Part" (TCAP)** is the message information to facilitate full interoperability and billing functions of transit traffic.
- 1.3.27 **"Transit Traffic"** is traffic originated from and/or terminated to the CLEC's End User that passed through the SNET's tandem switch where that traffic neither originated from nor terminated to a SNET End User.
- 1.3.28 **"Trouble Reporting Center"** is another term for Repair Service Bureau.
- 1.3.29 **"Universal Digital Loop Carrier" (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.3.30 **"Wire Center"** denotes a building or space in a building that serves as an aggregation point on a given carrier's network where transmission facilities and circuits are connected or switched.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Referenced Documents

2.1.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC-8STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, **SBC-8STATE** Practice, or publication of industry standards.

2.2 Definitions

2.2.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

2.3 Headings Not Controlling

2.3.1 The headings and numbering of Sections, Parts, Appendices and Attachments to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.4 Joint Work Product

2.4.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.5 Tariff References

2.5.1 Wherever a Commission and/or Department ordered tariff revision or rate is cited or quoted herein, it is understood that said cite incorporates any modifications to said tariff.

2.6 Unless otherwise specially required by law, SBC-8STATE has no obligation to provide any interconnection, service or network elements, or to provide terms and conditions associated with any interconnection, service or network element, other than as expressly set forth in this Agreement.

2.7 Severability

2.7.1 The Parties negotiated the terms and conditions of this Agreement for interconnection, service and network elements as a total arrangement and it is intended to be nonseverable, subject only to Section 252(i) obligations, if any.

2.8 In the event the Commission, the Department, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an End User. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

2.9 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in the appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the

Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third Party beneficiaries, disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-availability of Provisions

2.10.1 This interconnection agreement incorporates a number of interconnection arrangements, UNE arrangements and other provisions that were not voluntarily negotiated by SBC-8STATE, but instead resulted from determinations made in arbitrations under section 252 of the Act or from other requirements of regulatory agencies or state law. The arrangements and provisions of this Agreement shall not be available to other parties or beyond the scope of this contract, except as may be required by law. Without limiting the general applicability of the foregoing, SBC-8STATE has identified some, but not all, of such involuntary arrangements, UNEs and other provisions in this Agreement and the appendices hereto, with an asterisk.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains some specified rates, terms and conditions which are only applicable in a designated state. To the extent that this Agreement contains specified rates, terms and conditions which are only applicable in another state, such rates, terms and conditions shall not apply and shall have no effect in the state in which the Agreement is submitted for approval by the relevant state commission.

3. **NOTICE OF CHANGES -- SECTION 251(c)(5)**

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in CC

Docket No. 96-98, Second Report and Order, as such rules may be amended from time to time.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Implementation Schedule

4.1.1 Upon approval by the Commission and/or Department, CLEC agrees to begin providing telephone exchange service to business customers within _____ days and to residential customers within _____ days within its certificated service area.

4.2 **SBC-7STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 The Parties agree that prior to the establishment of each new POI, they will meet to confer and agree upon such POI. In **PACIFIC** the Parties will memorialize their agreement utilizing the Document DCO, which is addressed in the applicable Appendix NIM.

4.4 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-8STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.5 Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's End Users. Either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

4.6 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.7 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB. **PACIFIC** reserves the right on

one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in PACIFIC's LIDB.

- 4.7.1 NEVADA does not have a line information database and/or Calling Name database. Line information database services can be purchased from PACIFIC.
- 4.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).
- 4.9 SBC-8STATE participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or SBC-8STATE decides not to fully utilize industry guidelines, SBC-8STATE will provide CLEC with information on its ordering and billing format/process and requirements at the earliest practicable time.
- 4.10 For the purposes of establishing, provisioning and billing services to the CLEC, the CLEC is required to provide to SBC-8STATE its state-specific authorized and nationally recognized OCN/AECNs for facilities-based business (interconnection and/or unbundled network elements) in each state where the CLEC is operational and a separate and distinct OCN/AECN for resale services.
- 4.11 The Parties acknowledge that calls will be placed to a local service account of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate local service account of another Party, the Parties have established clearinghouse procedures to accomplish these objectives either by various appendices to this agreement or in a separate agreement entitled Data Exchange Agreement for the Settlement of CATS Messages and non CATS Messages. The Parties intend to use best efforts to sign that Agreement by December 1, 1999.
- 4.12 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier ("Such Changes"), CLEC shall submit written notice to SBC-8STATE within thirty (30) days of the first action taken to implement Such Changes. Within thirty (30) days following receipt of that notice,

the Parties shall negotiate rates to compensate SBC-8STATE for the costs that will be incurred by SBC-8STATE in making Such Changes to the applicable SBC-8STATE databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate SBC-8STATE for any service order charges and/or Access Service Request(s) ("ASRs") charges associated with Such Changes. SBC-8STATE's agreement to perform Such Changes is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC related to making Such Changes.

- 4.13 The following pertains to PACIFIC only- When an End User changes from one Party to another and does not retain its original telephone number, the Party formerly providing services to the End User will provide a referral announcement on the abandoned telephone number. This announcement will provide details on the new number to be dialed to reach the End User. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as either Party provides to its existing End User customers.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 This Effective Date of this Agreement shall be ten (10) calendar days following approval by the Commission/ Department.
- 5.2 The initial term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on January 18, 2001. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4 below.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any interconnection, services or network elements or any other items provided pursuant to this Agreement, in the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network or materially interferes with either Party's End User service and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 5.5, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Section 5.5, below.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4, above:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 41, below; and
- 5.5.2 Each Party shall promptly pay all amounts (including any Late Payment Charges) owed under this Agreement or place any disputed amounts into an escrow account that complies with Section 8.3 hereof; and
- 5.5.3 Each Party's indemnification obligations shall survive.
- 5.6 If upon expiration or termination of this Agreement other than pursuant to Section 5.3, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, that if the Parties are unable to reach agreement within six (6) months after termination or expiration of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor Agreement is reached by negotiations or pursuant to submission to the Commission, the terms, conditions, rates, and charges stated herein will continue to apply; provided, however, when a successor Agreement is reached, the terms, conditions, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later.

6. FRAUD

- 6.1 **SBC-8STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-

effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SWBT, PACIFIC and SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SWBT and SNET** will provide via fax.
 - 6.4.1 **SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SWBT and PACIFIC** use to monitor fraud on their respective accounts.
 - 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.
 - 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
 - 6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In **SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
 - 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in PACIFIC only.

7. **DEPOSITS (SBC-7STATE)**

7.1 The deposit requirements set forth in this Section 7 apply to the resale services and network elements furnished under this Agreement. A CLEC furnished both resale services and network elements in one state under this Agreement shall make two separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc. (that is, NEVADA, PACIFIC, SNET and SWBT) which CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to SBC-7STATE prior to the furnishing of resale services or network elements in each state under this Agreement. The deposit required by the previous sentence shall be determined as follows: (i) if immediately prior to the effective date of this Agreement, CLEC was not operating as a local service provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or (ii) if immediately prior to the effective date of this Agreement, CLEC was operating as a local service provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement. This cash deposit will be held by SBC-7STATE as a guarantee of payment of charges billed to CLEC. If CLEC has established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc. (that is, NEVADA, PACIFIC, SNET and SWBT) with which CLEC is doing or has done business as a local service provider, SBC-7STATE shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 and Section 7.3 through Section 7.10 of this Agreement shall continue to apply in each state for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each telephone company affiliate of SBC with which CLEC is doing or has done business, CLEC's payment record with each telephone company affiliate of SBC or the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the effective date of this Agreement shall be considered.

7.3 Any cash deposit held by SBC-7STATE for one state shall be credited to CLEC's account during the month following the expiration of twelve (12) months after

that cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months. For the purposes of this Section 7.3, interest will be calculated as defined by the applicable state tariff regulating retail deposits and shall be credited to CLEC's account on an annual basis.

- 7.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-7STATE will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC-7STATE reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10 of this Agreement.
- 7.5 If during the first six (6) months of operations in a state under this Agreement, CLEC has been sent one delinquency notification letter by SBC-7STATE, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two (2) month period exceeds the deposit amount held.
- 7.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two delinquency notification letters for a state by SBC-7STATE, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two (2) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) month period plus the amount of any charges that would be applicable to transfer all of CLEC's then-existing End Users of resale services or network elements to SBC-7STATE in the event of CLEC's disconnection for non-payment of charges. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs ("CBA" is utilized in SWBT only, "ESBA" is utilized in PACIFIC and NEVADA only) and BANs for resale services or network elements within that state shall be used to calculate CLEC's monthly average.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, above, CLEC shall remit the additional deposit amount to SBC-7STATE within thirty (30) calendar days of receipt of written notification from SBC-7STATE requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SBC-7STATE shall begin the process set forth in Section 9 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then

SBC-7STATE shall begin the procedure(s) set forth in Section 9.5, et seq. of this Agreement for that state.

- 7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SBC-7STATE. No interest shall be paid by SBC-7STATE for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 7.10 The fact that SBC-7STATE holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 7.11 For Deposit requirements for SNET, see the applicable Department ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for service(s) provided hereunder. Remittance in full of all bills rendered by SWBT or PACIFIC is due within thirty (30) days of each bill date and shall be paid in accordance with the terms of Section 8.2 of this Agreement. Remittance in full of all bills rendered by NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff. Remittance in full of all bills rendered by SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the Department. Late Payment Charges shall apply on all overdue amounts.
- 8.1.1 In the event that any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SWBT Customer Records Information System (CRIS) is not paid when due, the unpaid amounts shall bear interest from the due date until paid in accordance with the Late Payment Charge provisions of SBC-8STATE's intrastate access services tariff or the highest rate permitted by law, whichever is less.
- 8.1.2 In the event that any charge incurred under this Agreement that is billed out of SWBT's CRIS is not paid when due, the unpaid amounts shall bear interest from the due date until paid. The interest rate applied to SWBT CRIS-billed unpaid amounts shall be computed in accordance with the Late Payment Charge provisions of SWBT's intrastate retail Commission-approved tariff(s) governing Late Payment Charges to SWBT's retail End Users that are business customers or the highest rate permitted by law, whichever is less.
- 8.1.3 In the event that any charge incurred by SBC-8STATE under this Agreement is not paid when due, the unpaid amounts shall bear interest

from the due date until paid. The interest rate applied shall be computed in accordance with the Late Payment Charge provisions of SBC-8STATE's intrastate access services tariff or the highest rate permitted by law, whichever is less.

8.2 CLEC shall make all payments to SBC-7STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC-7STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. CLEC and SBC-7STATE shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by SBC-7STATE no later than the due date of each bill or Late Payment Charges will apply. SBC-7STATE shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or third parties, including but not limited to, CLEC's financial institution. CLEC is responsible for its own banking fees.

8.2.1 CLEC shall make all payments to SNET in "immediately available funds." All payments to SNET shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the Department or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SNET. In the event that CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. In the event that CLEC makes payment through funds transfer via the ACH network, CLEC shall use the CCD+ or the CTX transaction set. CLEC and SNET shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by SNET no later than the due date of each bill or Late Payment Charges will apply. SNET shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or third parties, including but not limited to, CLEC's financial institution. CLEC is responsible for its own banking fees.

8.3 Whenever a Party disputes any billing made to it by the other Party under this Agreement, the Party disputing the billing shall open an interest bearing account with a third party escrow agent acceptable to the billing Party. To be acceptable, the third party escrow agent must meet all of the following criteria:

8.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

8.3.2 The financial institution proposed as the third party escrow agent may not be an Affiliate of either Party; and

8.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

8.3.4.1 The escrow account must be an interest bearing account;

8.3.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.3.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

8.3.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

8.3.4.5 Disbursements from the escrow account shall be limited to those:

8.3.4.5.1 authorized in writing by both the disputing Party and the billing Party; or

8.3.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7 of this Agreement; or

8.3.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7 of this Agreement.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified, Sections 9.2, 9.3, 9.4 and 9.12 of this Agreement shall apply to all charges billed for all interconnection, services and network elements furnished under this Agreement. If a CLEC is furnished interconnection, services and/or network elements under the terms of this Agreement in more than one state, Sections 9.1 through 9.12, inclusive, of this Agreement shall be applied separately for each such state. Unless otherwise specified, Sections 9.5 through

9.11 of this Agreement shall apply only to resale services and network elements furnished under this Agreement.

- 9.2 Failure of CLEC to pay charges may be grounds for termination of this Agreement. If CLEC fails to pay when due, any and all charges billed to CLEC under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, SBC-8STATE shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges to SBC-8STATE. With respect to resale services and network elements, SBC-8STATE will notify CLEC that Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from SBC-8STATE's notice.
- 9.3 If CLEC desires to dispute any portion of the Unpaid Charges, CLEC shall notify SBC-8STATE in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; immediately pay to SBC-8STATE all undisputed Unpaid Charges; and pay all disputed Unpaid Charges into an interest bearing escrow account that complies with the requirements set forth in Section 8.3 of this Agreement. Evidence that the CLEC has established the third party escrow account and deposited a sum equal to the disputed Unpaid Charges into that account must be furnished to SBC-8STATE before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement. With respect to resale services and network elements, CLEC shall notify SBC-8STATE of any dispute relating to the Unpaid Charges and furnish the evidence required by the preceding sentence within fourteen (14) calendar days following receipt of SBC-8STATE's notice of Unpaid Charges.
- 9.4 Disputes of any Unpaid Charges shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10 of this Agreement. Failure of CLEC to pay charges determined to be owed to SBC-8STATE within fifteen (15) calendar days of the conclusion of the Dispute Resolution method utilized shall be grounds for termination of this Agreement.
- 9.5 If any Unpaid Charges for resale services or network elements remain unpaid and undisputed twenty-nine (29) calendar days past the due date of such Unpaid Charges, SBC-8STATE shall notify CLEC and the Commission/Department that unless all Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that to the extent SBC-8STATE has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of

CLEC's End Users that will be affected by such disconnection, **SBC-8STATE** shall cause such End Users to be defaulted to **SBC-8STATE** local service. On the same day that it sends the letter required by this sub-section 9.5, **SBC-8STATE** will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

- 9.6 If any Unpaid Charges for resale services or network elements remain unpaid and undisputed forty (40) calendar days past the due date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission/Department that the End Users' service may be disconnected due to CLEC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new local service provider within five (5) calendar days. This notice shall also advise CLEC's End Users that **SBC-8STATE** may assume the End User's account at the end of the five (5) calendar day period should the End User fail to select a new local service provider in the interim.
- 9.7 If any Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the due date of such Unpaid Charges, **SBC-8STATE** shall disconnect such resale services or network elements. On the same date that these resale services or network elements are disconnected, to the extent **SBC-8STATE** has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of CLEC's End Users that will be affected by such disconnection and who have not selected another local service provider, **SBC-8STATE** shall cause such End Users to be transferred directly to **SBC-8STATE**'s local service. To the extent available at retail from **SBC-8STATE**, the End Users transferred to **SBC-8STATE**'s local service shall receive the same services provided through CLEC immediately prior to the time of transfer. **SBC-8STATE** shall inform the Commission/Department of the names of all End Users transferred through this process. Applicable conversion charges and service establishment charges for transferring End Users from CLEC to **SBC-8STATE** as specified in this Section 9.7 shall be billed to CLEC.
- 9.8 Within five (5) calendar days of the transfer (fifty (50) calendar days past the due date for such Unpaid Charges), **SBC-8STATE** shall notify all transferred End Users that because of CLEC's failure to pay **SBC-8STATE**, their local service is now being provided by **SBC-8STATE**. **SBC-8STATE** shall also notify each transferred End User that the End User has thirty (30) calendar days to select a new local service provider.
- 9.9 If any End User transferred to **SBC-8STATE**'s local service pursuant to Section 9.7 of this Agreement fails to select a new Local Service Provider within thirty

(30) calendar days of the transfer to **SBC-8STATE**'s local service (eighty (80) calendar days past the due date for CLEC's Unpaid Charges), **SBC-8STATE** shall terminate the End User's service. **SBC-8STATE** shall notify the Commission/Department of the names of all End Users whose service has been terminated pursuant to this Section 9.9. The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.10 **SBC-8STATE** may discontinue service to CLEC as provided in Section 9.7 of this Agreement and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection.

9.11 Nothing in this Agreement shall be interpreted to obligate **SBC-8STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-8STATE** has with regard to such End Users, (provided however, in **PACIFIC** only the following expiration of the selection period and disconnection of such End Users, where facilities permit, **PACIFIC** will furnish transferred residential End Users with "quick dial tone".)

9.12 Once the letter required by Section 9.5 of this Agreement has been sent to CLEC, **SBC-8STATE** shall not accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until

9.12.1 All Unpaid Charges are paid and

9.12.2 CLEC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7 of this Agreement. In **SNET** the deposit shall be calculated pursuant to the Department ordered Connecticut General Access tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.2 Alternative to Litigation

10.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following

Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.3 Commencing Dispute Resolution

10.3.1 Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) different Dispute Resolution processes (each is described below):

10.3.1.1 LSC/LEC-C Dispute Resolution (SBC-7STATE called LSC, SNET called LEC-C),

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution.

10.4 **LSC/LEC-C Dispute Resolution (SBC-7STATE called LSC, SNET called LEC-C).**

The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that the dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to SBC-8STATE's Local Service Center (LSC)/Local Exchange Carrier Center (LEC-C) for resolution. In order to resolve a billing dispute, CLEC shall furnish SBC-8STATE written notice of the date of the bill in question, the CBA or BAN number of the bill in question, the telephone number, circuit ID number or trunk number in question, the USOC information questioned, the amount billed and the amount in question and the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has established an interest bearing escrow account that complies with the requirements set forth in Section 8.3 of this Agreement and deposited all questioned Unpaid Charges into that escrow account.

10.4.2 Disputes of charges appearing on SBC8STATE's current billing statement are generally resolved approximately thirty (30) to sixty (60) calendar days from the date the dispute is accepted. If not resolved within thirty (30) calendar days, SBC-8STATE will notify CLEC of the status of the dispute and the expected resolution date.

10.4.3 Disputes of charges appearing on statements prior to SBC-8STATE's current billing statement are generally resolved within thirty (30) to ninety (90) calendar days, but may take longer depending on the complexity of the dispute. SBC-8STATE will notify CLEC within thirty (30) calendar days from the date the dispute is accepted regarding the status of the dispute and the expected resolution date.

10.4.4 If the billed Party is not satisfied by the LSC's/LEC-C resolution of the billing dispute, the billed Party may notify SBC-8STATE in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.4, above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 10.5, then either Party may invoke the following formal Dispute Resolution procedures. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after the date of the letter initiating dispute resolution under Section 10.3.

10.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one (1) percent or less of the amounts charged to CLEC by **SBC-8STATE** under this Agreement in the state in which the dispute arises during the contract year in which the dispute arises. During the first contract year the Parties will annualize the initial months up to one year.

10.6.2.2 Claims Not Subject to Arbitration. If the following claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.2.2.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.2.2.2 Actions to compel compliance with the Dispute Resolution process.

10.6.2.2.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal dispute resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in **Dallas, Texas (SWBT); San Francisco, California (PACIFIC); Reno, Nevada (NEVADA); New Britain, Connecticut (SNET)** as appropriate unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator

rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10.8 No Conflict

10.8.1 The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the Commission/Department with regard to procedures for the resolution of disputes arising out of this Agreement.

11. **AUDITS**

11.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. In addition to the audits permitted by the appropriate Appendix Performance Measures, upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement; provided, that neither Party may request more than one (1) such audit per state within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age. The audited Party may require the auditing Party to use the services of a third Party independent auditor

instead of it's own employees for such audit if reasonably necessary to protect Proprietary Information.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, SERVICES, ELEMENTS, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER **SBC-8STATE** NOR CLEC ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including but not limited to the Act, shall not exceed in total the amount **SBC-8STATE** or CLEC has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.
- 13.2 Except for losses alleged or claimed by an End User of either Party and except as otherwise provided in specific appendices, in the case of any loss alleged or claimed by a third Party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 Except to the extent (if at all) prohibited by law or public policy, neither CLEC nor **SBC-8STATE** shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party),

regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third Party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third Party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's affiliates, and their respective officers, directors, employees and agents) from any such claim.

- 13.4 This Section 13 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNIFICATION

- 14.1 Except as otherwise provided herein or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 14.2 Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its End Users, contractors, or others retained by such parties, in connection with the Indemnifying Party's provision of services or functions under this Agreement.

- 14.3 In the case of any loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such claims or loss by its End User regardless of whether the underlying service was provided by, or unbundled network element was provisioned by, the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the Indemnified Party.
- 14.4 SBC-8STATE shall not be liable for damages to an End User's premises resulting from the furnishing of unbundled network elements, including the installation and removal of equipment and associated wiring, unless the damage is caused by SBC-8STATE's negligence or willful misconduct. SBC-8STATE does not guarantee or make any warranty with respect to unbundled network elements when used in an explosive atmosphere.
- 14.5 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any loss arising from the Indemnifying Party's use of services or elements provided under this Agreement involving:
- 14.5.1 Tort claims, including claims for libel;
 - 14.5.2 Slander;
 - 14.5.3 Invasion of privacy; or
 - 14.5.4 Infringement of copyright arising from the Indemnifying Party's own communications or the communications of its End Users.
- 14.6 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 unbundled network elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions provided pursuant to this Agreement.
- 14.7 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss identified in this Section or specific appendices. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party

approved such settlement in advance and agrees to be bound by the settlement agreement.

- 14.8 CLEC acknowledges that its right under this Agreement to interconnect with SBC-8STATE's network and to unbundle and/or combine SBC-8STATE's network elements (including combining with CLEC's network elements) may be subject to or limited by intellectual property (including, without limitation, patent, copyright, and trade secret rights) and contract rights of third parties. Subject to SBC-8STATE's obligations under any Commission/Department decisions, it is the sole obligation of CLEC to obtain any consents, authorizations, or licenses under intellectual property or proprietary rights held by third parties that may be necessary for CLEC's use of SBC-8STATE network facilities under this Agreement. SBC-8STATE hereby conveys no licenses to use such intellectual property rights and makes no warranties, express or implied, concerning CLEC's (or any third parties) rights with respect to such intellectual property and contract rights, including, without limitation, whether such rights will be violated by such interconnection or unbundling and/or combining of elements (including combining with CLEC's network elements) in SBC-8STATE's network. Subject to SBC-8STATE's obligations under any Commission/Department decisions and except as specifically stated in this Agreement, SBC-8STATE does not and shall not indemnify or defend, nor be responsible for indemnifying or defending, CLEC for any liability, losses, claims, costs, damages, demand, penalties or other expenses arising out of, caused by, or relating to CLEC's interconnection with SBC-8STATE's network and unbundling and/or combining SBC-8STATE's network elements (including combining with CLEC's network elements).
- 14.9 Subject to SBC-8STATE's obligations under any Commission/Department decisions and except as specifically stated in this Agreement, CLEC agrees to release, indemnify and hold SBC-8STATE harmless from and against all liability, losses, claims, costs, damages, demand, penalties or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, arising out of, caused by, or relating to any real or potential claim, demand, or action that CLEC's interconnection with SBC-8STATE's network, or CLEC's use of services or functions offered hereunder, or unbundling and/or combining of SBC-8STATE's network elements (including combining with CLEC's network elements) violates or infringes upon any intellectual property rights of any third party or constitutes a breach of contract. SBC-8STATE shall notify CLEC in writing within ten (10) days after SBC-8STATE receives notification of any claim or suit subject to this provision. CLEC shall undertake and control the defense and settlement of any such claim or suit and SBC-8STATE shall cooperate fully with CLEC in connection therewith. In no event shall SBC-8STATE be liable for any actual or consequential damages or loss of profits that CLEC may suffer arising out of same.

- 14.10 CLEC shall reimburse SBC-8STATE for damages to SBC-8STATE facilities utilized to provide unbundled network elements hereunder caused by the negligence or willful act of CLEC or resulting from CLEC's improper use of SBC-8STATE facilities, or due to malfunction of any facilities or equipment provided by any person or entity other than SBC-8STATE. Upon reimbursement for damages, SBC-8STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by SBC-8STATE for the damages to the extent of such payment.

15. REMEDIES

- 15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise

16. INTELLECTUAL PROPERTY

16.1 Intellectual Property SBC-8STATE

- 16.1.1 SBC-8STATE will provide a list of all vendors/licensors applicable to Unbundled Network element(s) (which vendors have provided SBC-8STATE a software license) within seven (7) days of a request for such a list by CLEC. SBC-8STATE agrees to use its reasonable best efforts to facilitate the obtaining of any necessary license or right to use agreement. Except as may be required by Commission/Department decisions, SBC-8STATE makes no warranties, express or implied, concerning CLEC's (or any third parties) rights with respect to the use of intellectual property (including without limitation, patent, copyright, and trade secret rights). SBC-8STATE reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

- 16.1.2 Any intellectual property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

- 16.1.3 SBC-8STATE will indemnify CLEC for any claims of infringement arising from CLEC's use of intellectual property within the scope of any "right to use" agreement negotiated by SBC-8STATE for CLEC pursuant to Section 16.1.1 above. CLEC will indemnify SBC-8STATE for any claims of infringement arising from CLEC's use of intellectual property beyond the scope of any "right to use" agreement negotiated by SBC-8STATE for CLEC pursuant to Section 16.1.1 above.

16.2 Intellectual Property-**PACIFIC** only:

16.2.1 To the extent, required by the decision of the Public Utilities Commission of the State of California, **PACIFIC** will provide CLEC with intellectual property rights related to **PACIFIC**'s Unbundled Network elements. CLEC, as the provider of service using the Unbundled Network elements, will provide all features, functions, and capabilities of the individual element to the End Users.

17. **NOTICES**

17.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by registered mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted; and, provided further, notices to a Party's order confirmation number will be by telephone or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other.

Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

NOTICE CONTACT	CLEC CONTACT	<u>SBC-8STATE</u> CONTACT
NAME/TITLE	Richard Petty Vice President, Regulatory	Contract Administration ATTN: Notices Manager
STREET ADDRESS	707 Spirit 40 Park Drive Suite 120	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Chesterfield, MO 63005	Dallas, TX 75202-5398
TELEPHONE NUMBER	314-537-6728	214-464-1933
FAX NUMBER	314-537-6728	214-464-2006

Either Party may unilaterally change its designated Contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated Contact, address, telephone and/or facsimile number for the receipt of

notices shall be deemed effective ten (10) days following receipt by the other Party.

- 17.2 **SBC-8STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including but not limited to, updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.3 CLEC may elect in writing to receive Accessible Letter notification via electronic mail ("e-mail") distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution. CLEC acknowledges that United States Postal Service (postage prepaid) delivery will delay receipt of the information for a minimum of three to five days from the date the information is made available via e-mail.
- 17.4 CLEC may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but CLEC is limited to designating a maximum of four recipients (in addition to the CLEC Contact designated in Section 17.1 of this Agreement) for Accessible Letter notification via United States Postal Service (postage prepaid).
- 17.5 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available in the applicable **SBC-8STATE**'s CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the CLEC Contact designated in Section 17.1 of this Agreement) to whom CLEC requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC Contact designated in Section 17.1 of this Agreement). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by **SBC-8STATE**.
- 17.6 **SWBT only:**
- 17.6.1 **SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for service or facilities under this Agreement; CLEC shall provide **SWBT** with a toll free facsimile number for notices from **SWBT** relating to requests for service or facilities under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 18.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval from such other Party.

19. NO LICENSE

- 19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

- 20.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data:
- 20.1.1 Furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon;
- 20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or

- 20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party.
- 20.1.4 Shall remain the property of the Disclosing Party.
- 20.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.
- 20.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates that have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- 20.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in this Agreement do not apply to such Proprietary Information that:
- 20.4.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.4.2 Is, or becomes publicly known through no wrongful act of the receiving Party; or
- 20.4.3 Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or
- 20.4.4 Is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

- 20.4.5 Is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights; or
- 20.4.6 Is approved for release by written authorization of the Disclosing Party; or
- 20.4.7 Is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall furnish the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 20 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 20.5 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 20.6 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 20.7 Notwithstanding any of the foregoing, SBC-8STATE shall be entitled to disclose confidential information on a confidential basis to regulatory agencies upon request for information as to SBC-8STATE's activities under the Act.

21. INTERVENING LAW

- 21.1 This Agreement is entered into as a result of both negotiations between the Parties and the incorporation of some of the results of orders and arbitration by the Commission, Department and/or FCC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g.,

Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

22. GOVERNING LAW

- 22.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission/Department Rules and Regulations and the domestic laws of the State of Texas, without regard to its conflicts of laws principles. The Parties submit to personal jurisdiction in Dallas, Texas and waive any and all objection to a Texas venue.

23. REGULATORY APPROVAL

- 23.1 The Parties understand and agree that this Agreement and any Amendment or modification hereto will be filed with the Commission/Department for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement satisfy the sections of the Act, which are specifically referenced herein, and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission/Department or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 24.1 Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's local service provider to itself and in assuming responsibility for any applicable charges as

specified in Section 258(b) of the Telecommunications Act of 1996. CLEC shall make authorization available to SBC-8STATE upon request and at no charge.

- 24.2 Only an End User can initiate a challenge to a change in its local exchange service provider. If an End User notifies SBC-8STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of [the applicable OSS Appendix restricting access to CPNI] in order to immediately provide service to such End User.
- 24.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons the premise, SBC-8STATE is free to reclaim the unbundled network element facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in those states in which it has ordered services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.
- 25.3 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance to Law Enforcement Act ("CALEA"). To the extent that either Party shall be found by any court or administrative agency of competent jurisdiction to be non-compliant with the requirements of CALEA, such Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

26. LAW ENFORCEMENT

- 26.1 SBC-8STATE and CLEC shall handle law enforcement requests as follows:

26.2 Intercept Devices:

26.2.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.3 Subpoenas:

26.3.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.4 Emergencies:

26.4.1 If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

- 28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. This agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

- 29.1 Each Party covenants that, if it sells or otherwise transfers its Telephone Exchange and Switched Access network facilities within any territory within which **SBC-8STATE** is an Incumbent Local Exchange Carrier ("**SBC-8STATE**'s Territory") as of the date of this Agreement, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted without other Party is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

30. SUBCONTRACTING

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of resale services or network elements hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 CLEC will in no event be liable to SBC-8STATE for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location. SBC-8STATE will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from
 - 31.1.1 Any Environmental Hazard that SBC-8STATE, its contractors or agents introduce to the work locations, or
 - 31.1.2 The presence or Release of any Environmental Hazard for which SBC-8STATE is responsible under applicable law.
- 31.2 SBC-8STATE will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that SBC-8STATE did not introduce to the affected work location. CLEC will indemnify, defend (at SBC-8STATE's request) and hold harmless SBC-8STATE, each of its

officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from

31.2.1 any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or

31.2.2 the presence or Release of any Environmental Hazard for which CLEC is responsible under applicable law.

32. FORCE MAJEURE

32.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

33. TAXES

Provisions set forth below apply in the States indicated:

33.1 TAXES - TEXAS only (SWBT-T)

33.1.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted by applicable law to pass along to the purchasing Party such taxes, fees, or surcharges), except for any Tax on either Party's corporate existence, status, or income.

33.2 TAXES - **MOKA** only (SWBT-MOKA)

33.2.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fee, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income.

33.3 TAXES - **PACIFIC**

33.3.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, utility user, municipal fee, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income.

33.4 TAXES - **NEVADA**

33.4.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fee, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income.

33.5 TAXES - **SNET**

33.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fee, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") levied against or upon such purchasing party (or the providing Party when such providing Party is permitted by applicable law to pass along to the purchasing party such taxes, fees, or surcharges), except for any Tax on either party's corporate existence, status, or income.

33.6 TAXES - **SBC-8STATE**

33.6.1 Whenever possible, Tax amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely

provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate.

33.6.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then:

33.6.2.1 The providing Party shall bill the purchasing Party for such Tax;

33.6.2.2 The purchasing Party shall remit such Tax to the providing Party; and

33.6.2.3 The providing Party shall remit such collected Tax to the applicable taxing authority.

33.7 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then:

33.7.1 The purchasing Party shall be required to impose and/or collect such Tax from the End User; and

33.7.2 The purchasing Party shall remit such Tax to the applicable taxing authority.

33.7.2.1 The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

33.8 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party:

33.8.1 The purchasing Party shall remain liable for such uncollected Tax; and

33.8.2 The providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority.

33.8.2.1 However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

33.9 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

34. NON-WAIVER

34.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

35. NETWORK MAINTENANCE AND MANAGEMENT

35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.

35.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will be conducted in such a manner as

to avoid disruption or loss of service to other End Users. Each Party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."

- 35.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's End Users. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

36. SIGNALING

- 36.1 The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a third party. If CCS interconnection is established through a third party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between CLEC and SBC-8STATE, the rates, terms, and conditions of Appendix SS7 will apply.
- 36.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 37.1 CLEC will not send to SBC-8STATE local traffic that is destined for the network of a third party unless CLEC has the authority to exchange traffic with that third party.

38. CUSTOMER INQUIRIES

- 38.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services:
- 38.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

39. EXPENSES

39.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

39.2 SBC-8STATE and CLEC shall each be responsible for one-half of expenses payable to a third party for Commission/Department fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

40. CONFLICT OF INTEREST

40.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

41. SURVIVAL

41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

42. SCOPE OF AGREEMENT

42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

43. AMENDMENTS AND MODIFICATIONS

43.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

44. CROSS REFERENCES

44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4) and 271(c)(2)(B)(iii)

44.1.1 **SBC-8STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Poles, which are attached hereto and incorporated herein by reference.

44.2 COLLOCATION -- SECTION 251(c)(6)

44.2.1 **SWBT-T**: Collocation is not covered by this Agreement. See Texas Collocation Tariff.

44.2.2 **MOKA**: Collocation will be provided pursuant to Applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

44.2.3 **PACIFIC**: Collocation is not covered by this Agreement. See PACIFIC Collocation Tariff.

44.2.4 **SNET**: Collocation is not covered by this Agreement. See SNET Collocation Tariff.

44.2.5 **NEVADA**: Collocation will be provided pursuant to Applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

44.3 DATABASE ACCESS -- SECTION 271(c)(2)(B)(x)

44.3.1 **SBC-8STATE** shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the Applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference.

44.4 DIALING PARITY -- SECTION 251(b)(3); 271(c)(2)(B)(xii); and 271(e)(2)

44.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

44.4.2 **SBC-8STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

44.5 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)

44.5.1 **SBC-8STATE** shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange access traffic pursuant to the Applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the Applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

44.6 NUMBER PORTABILITY -- SECTIONS 251(b)(2) and 271(c)(2)(B)(xi)

44.6.1 The Parties shall provide to each other Permanent Number Portability ("PNP") on a reciprocal basis as outlined in the Applicable Appendix Port, which is/are attached hereto and incorporated herein by reference.

44.7 OTHER SERVICES 271(c)(2)(B)(vii) and 271(c)(2)(B)(viii)

44.7.1 911 and E911 Services

44.7.1.1 Pursuant to Section 271(c)(2)(B)(vii)(I) of the Act, **SBC-8STATE** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the Applicable Appendix 911, which is/are attached hereto and incorporated herein by reference.

44.7.2 AIN

44.7.2.1 Upon request by CLEC, and where technically feasible, **PACIFIC** will provide CLEC with access to **PACIFIC**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment ("SCE"), AIN Service Management System ("SMS") and any AIN based services deployed on such platform based upon rates, terms, conditions and means of access to be negotiated by the Parties and incorporated into this Agreement by Amendment hereto. Such rates, terms and conditions shall become effective upon approval of such Amendment by the Commission.

44.7.3 Directory Assistance ("DA")

44.7.3.1 Pursuant to Section 271(c)(2)(B)(vii)(II) of the Act, **SBC-8STATE** will provide nondiscriminatory access to DA services

under the terms and conditions identified in Applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

44.7.4 Hosting

44.7.4.1 At CLEC's request, **SWBT** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **SWBT**'s internal network or the nationwide CMDS network pursuant to Applicable Appendix Host, which is/are attached hereto and incorporated herein by reference.

44.7.5 Operator Services ("OS")

44.7.5.1 Pursuant to Section 271(c)(2)(B)(vii)(III) of the Act, **SBC-8STATE** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the Applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

44.7.6 Signaling System 7 Interconnection

44.7.6.1 At CLEC's request, **SBC-8STATE** shall perform SS7 interconnection services for CLEC pursuant to the Applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

44.7.7 White Pages

44.7.7.1 In accordance with Section 271(c)(2)(B)(viii) of the Act, **SBC-8STATE** will make nondiscriminatory access to White Pages service available under the terms and conditions of the Applicable Appendix WP, which is/are attached hereto and incorporated herein by reference.

44.7.8 RESALE--SECTIONS 251(b)(1); 251(c)(4); 252(d)(3); and 271(c)(2)(B)(xiv)

44.7.8.1 **SBC-8STATE** shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the Applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

44.7.9 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)

44.7.9.1 **SBC-8STATE** shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the Applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.7.10 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

44.7.10.1 The Compensation Applicable Appendix, which is/are attached hereto and incorporated herein by reference, prescribes traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the Applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3), 271(c)(2)(B) (ii),(iv),(v),(vi),(x).

44.7.11.1 Pursuant to the Applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, **SBC-7STATE** will provide CLEC access to Unbundled Network elements for the provision of a telecommunication service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to network elements to **SBC-7STATE** under the same terms, conditions and prices contained herein and in the Appendices hereto. UNE is not incorporated herein for **SNET**, see applicable Department ordered tariff.

45. **OTHER REQUIREMENTS AND ATTACHMENTS**

45.1 This Agreement incorporates a number of listed Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular Attachment may otherwise have.

45.2 To the extent that any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a term length that differs from the term length in the main body of this Agreement, the term length of that Appendix will control the length of time that services or activities are to occur under the Appendix, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Appendix.

46. AUTHORITY

46.1 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

47. COUNTERPARTS

47.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

48. ENTIRE AGREEMENT

48.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

SBC- 8STATE Agreement
Signatures

**Omniplex Communications
Group, LLC**

**Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

Signature: Richard D. Petty

Signature: Larry B. Cooper

Name: RICHARD D. PETTY
(Print or Type)

Name: LARRY B. COOPER
(Print or Type)

Title: VICE PRESIDENT, REGULATORY
(Print or Type)

Title: President - Industry Markets

Date: November 1, 1999

Date: 11/16/99

APPENDIX 800

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Appendix 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (**SWBT**) provides Access to the Toll Free Calling Database.
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DESCRIPTION

- 2.1 **SWBT's** 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1., 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SWBT** does not, either through a tariff or contract, provide Resp Org service.
- 2.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 2.3 Access to the Toll Free Calling Database allows CLEC to access **SWBT's** 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based

on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.5 There are three optional features available with 800 service:

2.5.1 Designated 10-Digit Translation;

2.5.2 Call Validation; and

2.5.3 Call Handling and Destination.

2.5.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, **SWBT** will deliver the designated 10-digit number.

2.5.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.5.5.1 Time of Day;

2.5.5.2 Day of Week

2.5.5.3 Day of Year

2.5.5.4 Allocation of Traffic by Percentage

2.5.5.5 NPA-NXX-XXXX

2.5.6 The Call Validation feature List Turnaround feature applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and exchange access Telecommunications Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the state regulatory Commission.

- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.3 CLEC shall address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.
- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia. Specifications defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network and its 800 database. CLEC further agrees that SWBT, at its sole discretion, may employ certain automatic and/or manual overload controls within SWBT's CCS/SS7 network to guard against these detrimental effects. SWBT shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, SWBT shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SWBT's 800 database. The automatic code gapping procedure used by SWBT shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For

example, during an overload condition, the automatic code gapping procedures shall tell SWBT's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of SWBT's 800 database. SWBT reserves the right to manually invoke the automatic code gapping procedure to control congestion.

- 3.7 Prior to SWBT initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for the first three (3) years of this Appendix. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, SWBT shall notify CLEC of SWBT's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- 3.8 CLEC shall from time to time at SWBT's request, provide additional forecasted information as deemed necessary by SWBT for network planning in connection with this offering.
- 3.9 SWBT shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, and TP76638.
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and exchange access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 SWBT shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its'

local service customers where **SWBT** is the incumbent local exchange carrier. CLEC agrees that any other use of **SWBT**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SWBT**'s effective tariffs, as revised, for 800 database services.

- 3.13 This Appendix shall be effective for one (1) year from the effective date of implementation of Access to the Toll Free Calling Database. Thereafter, this Appendix shall remain in effect unless terminated by either Party upon written notice given sixty (60) days in advance of the termination date.
- 3.14 Ordering and billing inquiries for the elements described herein shall be directed to the Competitive Local Exchange Carrier Service Center (CLECSC). Ordering shall be done through the CLECSC using the standard CLEC order form and **SWBT**'s CCS7-2 Form, if applicable.

4. RATE REGULATIONS

- 4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database.
- 4.2 CLEC shall pay the rates for Access to the Toll Free Calling Database, as set forth in Appendix Pricing. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, **SWBT** may change the rates upon sixty (60) days' notice. **SWBT** may first give such notice sixty days before the end of the first year.
- 4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.
- 4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

- 4.4.1 Basic Toll Free Access Query Rate Element
- 4.4.2 Designated 10-Digit Translation Rate Element

4.4.3 Call Validation Rate Element

4.4.4 Call Handling and Destination Rate Element.

- 4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge, and shall also be paid by CLEC.

5. MONTHLY BILLING

- 5.1 For information regarding billing, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions Appendix of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**APPENDIX 800
EXHIBIT I**

SPECIFICATIONS AND STANDARDS

**Description of Subject Area
and Issuing Organization**

Document Number

Telcordia, SS7 Specifications

TR-NWT-000246

TR-NWT-000271

TR-NWT-000533

Telcordia, CCS Network Interface Specifications

TR-TSV-000905

TP 76638

TR-NWT-00095

APPENDIX 911 - MOKA

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APPENDIX 911 - MOKA

1. INTRODUCTION

- 1.1 This Appendix 911 to the Interconnection Agreement between Southwestern Bell Telephone Company (SWBT) and CLEC sets forth the terms and conditions upon which SWBT will provide CLEC's connection to E911 Universal Emergency Number Service (hereinafter "E911 Service").
- 1.2 As used herein, (**SWBT-MOKA**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

2. DEFINITIONS

- 2.1. The following definition is in addition to those definitions set forth in SWBT's Arkansas, Kansas, and Oklahoma General Exchange Tariffs referenced below:

- 2.1.1 Independent Exchange Company (IEC)

- 2.1.1.1 A local exchange telephone company, including Competitive Local Exchange Carriers (CLECs) certified by the state Commission, other than (**SWBT-MOKA**). An IEC may also be a customer for Universal Emergency Number Service in order to provide that service or elements of that service to legally authorized agencies within the IEC's serving area.

- 2.1.2. The definition of IEC set forth in SWBT's Missouri General Exchange Tariff referenced below is modified as follows (modifications are shown in bold and italicized):

- 2.1.2.1 Independent Exchange Company (IEC)

- 2.1.2.1.1 A local exchange telephone company, *including Competitive Local Exchange Carriers (CLECs) who are certified by the state commission*, other than Southwestern Bell Telephone Company.

- 2.2 The following definitions are in addition to those definitions set forth in SWBT's Arkansas, Kansas, Missouri and Oklahoma General Exchange Tariffs referenced below:

- 2.2.1 E911 Customer

2.2.1.1 A municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.

2.2.2 Database Management System (DBMS)

2.2.2.1 A system of manual procedures and computer programs used to create, store, and update the data required for the Selective Routing ("SR") and Automatic Location Identification ("ALI") service features of E911 Service.

3. **RESPONSIBILITIES**

3.1 The following term is in addition to the terms and conditions set forth in SWBT's Arkansas, Kansas and Oklahoma General Exchange Tariffs referenced below:

3.1.1 The Universal Emergency Number Service may be provided by **SWBT-MOKA** or jointly by **SWBT-MOKA** and an IEC.

3.2. The following terms are in addition to the terms and conditions set forth in **SWBT-MOKA** Arkansas, Kansas, Missouri, and Oklahoma General Exchange Tariffs referenced below:

3.2.1 **SWBT-MOKA** shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, in accordance with the methods and procedures described in the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers." **SWBT-MOKA** shall provide CLEC additional files with the MSAG for the exchanges or communities specified in Exhibit I, including subsequent additions or updates to the MSAG, in accordance with the intervals specified in Exhibit I. In addition, **SWBT-MOKA** shall provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers," for each file input by CLEC to **SWBT-MOKA**'s DBMS, so that CLEC may ensure the accuracy of these End User records. CLEC attests that it has been provided a copy of the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers."

- 3.2.2 CLEC shall connect its End Office Switches to the E911 Control Office by one-way outgoing trunks dedicated for originating 911 emergency service calls.

SWBT-MOKA will adhere to the March 1997 NENA recommended Standards for Local Service Providers. SWBT-MOKA will only exceed the NENA recommended Minimum Trunking Requirements under extenuating circumstances and with the prior approval of the E911 Customer.

- 3.2.3 At a reasonable time prior to the establishment of E911 Service, CLEC shall input into the E911 DBMS all information required to establish an End User record for each of CLEC's End Users and shall thereafter maintain each such record. CLEC shall adopt and comply with operating methods applicable to inputting and maintaining CLEC's End User records in SWBT-MOKA's DBMS, as set forth in the document entitled "Universal Emergency Number Service – Competitive Local Exchange Carriers."
- 3.2.4 CLEC acknowledges that its End Users in a single local calling scope may be served by different PSAPs, and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 Control Office(s).
- 3.2.5 CLEC shall complete its portion of Exhibit I and submit it to SWBT-MOKA not later than forty-five (45) days prior to the passing of live traffic. SWBT-MOKA shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

4. CONTINGENCY

- 4.1 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognizes the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT-MOKA and CLEC. These specifications are to be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service. CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide such documentation to SWBT-MOKA prior to use of CLEC's E911 connection for actual emergency calls. Such documentation shall be attached hereto as Exhibit II.

- 4.2 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks; provided, however, such additional Exhibit(s) I are subject to approval as set forth in Section 4.1 of this Appendix. The designated representative for **SWBT-MOKA** is _____ and for CLEC is _____. Either Party may change its representative designated in this Appendix by furnishing written notice to the other Party that complies with the notification procedures detailed in Section 17.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 4.3 The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 Customer orders changes to the E911 Service that necessitate revision of this Appendix or any Exhibit(s) attached hereto.

5. RATES, TERMS AND CONDITIONS

5.1 Arkansas:

- 5.1.1 E911 Universal Emergency Number Service will be provided to CLEC at the rates and upon the terms and conditions set forth in the following state tariff, in addition to those terms and conditions set forth in this Appendix:

5.1.1.1 SWBT's General Exchange Tariff Section 44 - Universal Emergency Number Service (911)

5.2 Kansas:

- 5.2.1 E911 Universal Emergency Number Service will be provided to CLEC at the rates and upon the terms and conditions set forth in the following state tariff, in addition to those terms and conditions set forth in this Appendix:

5.2.1.1 SWBT's General Exchange Tariff Section 19 - Universal Emergency Number Service (911)

5.3 Missouri:

- 5.3.1 E911 Universal Emergency Number Service will be provided to CLEC at the rates and upon the terms and conditions set forth in the following state tariff, in addition to those terms and conditions set forth in this Appendix:

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

5.4 Oklahoma:

5.4.1 E911 Universal Emergency Number Service will be provided to CLEC at the rates specified in Exhibit III, PRICING, which is attached hereto and made part of this Appendix, and upon the terms and conditions set forth in the following state tariff, in addition to those terms and conditions set forth in this Appendix:

5.4.1.1 SWBT's General Exchange Tariff Section 36 - 911 Emergency Number Service

6. MONTHLY BILLING

- 6.1 **SWBT-MOKA** will render to CLEC monthly statements, showing the amounts determined as provided in Basis of Compensation, above, billed in advance and CLEC will make payment in full within thirty (30) days from the date of the bill.
- 6.2 For more information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions to the Agreement to which this Appendix is attached.

7. LIABILITY

- 7.1 **SWBT-MOKA**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. **SWBT-MOKA** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith, after **SWBT-MOKA** has been notified and has had reasonable time to repair shall in no event exceed an amount equivalent to any charges made for the E911 Service affected for the period following notice from CLEC until the E911 Service is restored.
- 7.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SWBT-MOKA**, CLEC shall not be liable to **SWBT-MOKA**, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated

therewith, after the CLEC has been notified and has had reasonable time to repair shall in no event exceed an amount equivalent to any charges made for the E911 Service affected for the period following notice from SWBT-MOKA until the E911 Service is restored.

- 7.3 CLEC agrees to release, indemnify, defend and hold harmless SWBT-MOKA from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, except for claims arising from SWBT-MOKA's own negligence or other wrongful act, arising out of SWBT-MOKA's provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others.
- 7.4 CLEC also agrees to release, indemnify, defend and hold harmless SWBT-MOKA from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except those which arise out of the negligence or other wrongful act of SWBT-MOKA.

8. MUTUALITY

- 8.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT-MOKA request such services, CLEC will provide such services to SWBT-MOKA under terms and conditions comparable to the terms and conditions contained in this Appendix.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I to APPENDIX 9-1-1

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC NAME & CONTACTS	CLEC IGCN	CLEC Switch Name & Addr.	Switch Type	CLEC NPA/NOX(s) included
			CLLI Code	# 9-1-1 Trunks Requested
E9-1-1 Manager	CLEC Telco ID		"Connect Signal" Digits ⁽⁴⁾	"Default" PSAP
			1 - 1	
Database Administrator		Estimated # of EAAs	ETST Code	
Switch Site Contact	CLEC Service Area Definition:			
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		PSAPs INCLUDED IN	COMMUNITY	E9-1-1 CUSTOMER and
CLLI Code:		9-1-1 SERVICE PLAN	for MSAG FULL ⁽³⁾	AGENCY TYPE ^(see legend below)
E9-1-1 Features Required:				
of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1)				
(2)				
(3)	MSAG will only include addresses within SWBT exchanges, unless specifically stated otherwise.			
(4)	Refer to network interface specifications in Exhibit III.			
TYPE of AGENCY LEGEND:				
	HRC	=	Home Rule City	
	ECD	=	Emergency Communications District	
	COG	=	Council of Governments or Regional Planning Commission	
	GLC	=	General Law City	
	Cnty	=	County with special provisions (only applies to Dallas County)	
				Date Prepared

EXHIBIT II

DOCUMENTATION OF E911
CUSTOMER'S APPROVAL

APPENDIX 911 - TX

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APPENDIX 911 - TX

1. INTRODUCTION

- 1.1 This Appendix between Southwestern Bell Telephone Company (SWBT) and CLEC sets forth the terms and conditions upon which SWBT will provide CLEC's connection to E911 Universal Emergency Number Service (hereinafter "E911 Service").
- 1.2 As used herein, (SWBT-T) means the above listed ILEC doing business in Texas.

2. DEFINITIONS

- 2.1 As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:
- 2.1.1 E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service)
- 2.1.1.1 A telephone exchange communications service whereby a public safety answering point (PSAP) designated by the E911 Customer may receive and answer telephone calls placed by dialing the number 911. E911 Service includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 2.1.2 E911 Customer
- 2.1.2.1 A municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.1.3 Public Safety Answering Point (PSAP)
- 2.1.3.1 An answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs

receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.1.4 Centralized Automatic Message Accounting (CAMA) trunk

2.1.4.1 A trunk capable of transmitting Automatic Number Identification (ANI) associated with End User calls to E911 from the End User's End Office Switch to the E911 Network.

2.1.5 Automatic Number Identification (ANI)

2.1.5.1 A feature that automatically forwards the telephone number of the calling party to the E911 Control (E911 Tandem Switching) Office from which it is switched to the public safety answering point (PSAP) and is displayed at an attendant position console.

2.1.6 Automatic Location Identification (ALI)

2.1.6.1 A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.

2.1.7 Selective Routing (SR)

2.1.7.1 A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.

2.1.8 Database Management System (DBMS)

2.1.8.1 A system of manual procedures and computer programs used to create, store, and update the data required for the SR and ALI service features of E911 Service.

3. RESPONSIBILITIES

3.1 **SWBT-T** shall provide and maintain such equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 Service set forth herein. This shall include some or all of the following:

- 3.1.1 Transporting the E911 calls from the meet-point with the CLEC facilities connecting CLEC's exchanges listed in Exhibit I (attached hereto and made a part hereof) to the Control Offices of the E911 system.
- 3.1.2 Switching the E911 calls through the Control Office(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.
- 3.1.3 Storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. CLEC is responsible for downloading and updating this information.
- 3.1.4 Transmission of ANI and ALI information associated with CLEC's End Users accessing E911 service to the PSAP for display at an attendant position console.
- 3.2 SWBT-T shall provide and maintain sufficient dedicated E911 circuits from SWBT-T's E911 Selective Routing tandem to the PSAP according to provisions of SWBT-T's Universal Emergency Number Service (911) tariff and specifications of the E911 Customer.
- 3.3 SWBT-T shall provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revisions thereto.
- 3.4 SWBT-T shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, which is attached hereto and incorporated by reference, in accordance with the methods and procedures described in the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers." SWBT-T shall provide CLEC additional files with the MSAG for the exchanges or communities specified in Exhibit I, including subsequent additions or updates to the MSAG, in accordance with the intervals specified in Exhibit I. In addition, SWBT-T shall provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers", for each file input by CLEC to SWBT-T's DBMS, so that CLEC may ensure the accuracy of these End User records. CLEC attests that it has been provided a copy of the document entitled "Universal Emergency Number Service - Competitive Local Exchange Carriers."

- 3.5 CLEC shall connect its switches to the E911 Control Office by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls, in accordance with specifications set forth in the document entitled "TEXAS E911 NETWORK INTERFACE", or by dedicated trunks using SS7 protocol in areas served by an E911 Control Office capable of supporting SS7 connectivity for 9-1-1. CLEC attests that it has been provided a copy of the document entitled "TEXAS E911 NETWORK INTERFACE."
- 3.6 At a reasonable time prior to establishment of E911 Service, CLEC shall input into the E911 DBMS all information required to establish an End User record for each of CLEC's End Users and shall thereafter maintain each such record. CLEC shall adopt and comply with operating methods applicable to inputting and maintaining CLEC's End User records in SWBT-T's DBMS, as set forth in the document entitled "Universal Emergency Number Service – Competitive Local Exchange Carriers."
- 3.7 CLEC acknowledges that its End Users in a single local calling scope may be served by different PSAPs, and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 Control Office(s).
- 3.8 CLEC shall complete its portion of Exhibit I and submit it to SWBT-T not later than forty-five (45) days prior to the passing of live traffic. SWBT-T shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

4. METHODS AND PRACTICES

- 4.1 With respect to all matters covered by this Appendix, each Party will observe the terms and conditions of all of the following that apply to the provision of E911 Service: SWBT-T's tariff(s), the rules and regulations of the FCC, the rules and regulations of the Public Utility Commission of Texas, the Commission on State Emergency Communications and comply with the principles expressed in the recommended standards published by NENA..
- 4.2 SWBT-T will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SWBT-T's Selective Routing tandem. SWBT-T will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.1.2.1 of this Appendix.

5. CONTINGENCY

- 5.1 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SWBT-T** and the CLEC. These specifications are to be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service. CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide such documentation to **SWBT-T** prior to use of CLEC's E911 connection for actual emergency calls. Such documentation shall be attached hereto as Exhibit III.
- 5.2 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks; provided, however, such additional Exhibit(s) I are subject to approval as set forth in Section 5.1 of this Appendix. The designated representative for **SWBT-T** is _____ and for CLEC is _____. Either Party may change its representative designated in this Appendix by furnishing written notice to the other Party that complies with the notification procedures detailed in Section 17.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 5.3 The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 Customer orders changes to the E911 Service that necessitate revision of this Appendix or any Exhibit(s) attached hereto.

6. BASIS OF COMPENSATION

- 6.1 Compensation to **SWBT-T** for provision of connection to E911 Service provided hereunder shall be based upon the charges set forth in Exhibit II, BASIS OF COMPENSATION, which is also attached hereto and incorporated herein, and applied as specified in Exhibit I, EXCHANGES AND CONFIGURATIONS.
- 6.2 For computation in Exhibit II, during the initial year that **SWBT-T** provides CLEC connection to E911 Service, the number of access lines in each involved CLEC exchange specified in Exhibit I shall be counted as of the first day of January, and the number so obtained shall be used in computing compensation under this Appendix until the end of the 1st Quarter of the current year. A new count of access lines, as of the first day of each successive calendar quarter [April 1 (2Q), July 1 (3Q) and October 1 (4Q)], will be used in the computation of

compensation under this Appendix for that Quarter. For each succeeding calendar year, a new count of access lines, as of the first day of January, shall be used in the computation of compensation under this Appendix for that entire calendar year. Each count of access lines will be rounded to the nearest thousand for compensation purposes.

6.3 Charges shall begin on the date connection to E911 Service commences.

7. MONTHLY BILLING

7.1 **SWBT-T** will render to CLEC monthly statements, showing the amounts determined as provided in Basis of Compensation, above, billed in advance and CLEC will make payment in full within thirty (30) days from the date of the bill.

7.2 For more information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions to the Agreement to which this Appendix is attached.

8. LIABILITY

8.1 **SWBT-T's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. **SWBT-T** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith, after **SWBT-T** has been notified and has had reasonable time to repair shall in no event exceed an amount equivalent to any charges made for the E911 Service affected for the period following notice from CLEC until the E911 Service is restored.

8.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SWBT-T**, CLEC shall not be liable to **SWBT-T**, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith, after the CLEC has been notified and has had reasonable time to repair shall in no event exceed an amount equivalent to any charges made for the E911 Service

affected for the period following notice from SWBT-T until the E911 Service is restored.

- 8.3 CLEC agrees to release, indemnify, defend and hold harmless SWBT-T from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, except for claims arising from SWBT-T's own negligence or other wrongful act, arising out of SWBT-T's provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others.
- 8.4 CLEC also agrees to release, indemnify, defend and hold harmless SWBT-T from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except those which arise out of the negligence or other wrongful act of SWBT-T.

9. MUTUALITY

- 9.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT-T request such services, CLEC will provide such services to SWBT-T under terms and conditions comparable to the terms and conditions contained in this Appendix.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment