

## 5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to SBC-12STATE. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. SBC-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. SBC-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 SBC MIDWEST REGION 5-STATE - The IBM RISC 6000 does not support the CDPL technology.

## 6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and SBC-12STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SBC-12STATE, and CLEC will reimburse SBC-12STATE for the cost, plus Engineering, Furnish and Installation.

## 7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless SBC-12STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-12STATE employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

## 8. BILLING

- 8.1 SBC-12STATE - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

## 9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

## 10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of SBC-12STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

## 11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, SBC-12STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.
- 11.2 The following types of rates shall apply to Direct Access.

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**11.2.1 Service Establishment**

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

**11.2.2 Direct Access Database Service**

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

**11.2.3 Direct Access Per Search**

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE's** listing.

**12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 or 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.

## APPENDIX DA

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## APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

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- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

## 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

- 2.1.1 **DIRECTORY ASSISTANCE (DA)**

- 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

- 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**

- 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

- 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**

- 2.1.3.1 **SBC-10STATE/SBC CALIFORNIA** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

- 2.1.3.2 **SBC NEVADA/SBC SNET** - NDA is not technically feasible and/or available.

#### 2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 SBC SOUTHWEST REGION 5-STATE - A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.1.4.2 SBC-2STATE/SBC SNET - BCS is not available.

#### 2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

2.1.5.1 SBC-10 STATE/SBC CALIFORNIA - An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

2.1.5.2 SBC NEVADA/SBC SNET - RDA is not technically feasible and/or available.

### 3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "Non-List Telephone Number or DA only Telephone Number" - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 "Non-Published Number" - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

### 4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, SBC-13STATE will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where SBC-12STATE provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-12STATE is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 SBC SNET - Where SBC SNET provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SBC SNET is only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 SBC-13STATE - CLEC will provide written specifications of its company name to be used by SBC-13STATE to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing SBC-13STATE unbundled local switching is responsible for maintaining CLEC's End User customer records in SBC-13STATE Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

#### 4.1.1.5 Branding Load Charges:

- 4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** unbundled local switching.
- 4.1.1.5.2 **SBC-2STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.1.5.3 **SBC SNET** - An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.1.5.4 **SBC MIDWEST REGION 5-STATE** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

## 5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

- 5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.
  - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:
    - 5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
    - 5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
    - 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.
    - 5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.
    - 5.1.1.5 **SBC SNET** - until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force scheduling, SBC-13STATE will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC-13STATE, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to SBC-13STATE a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to SBC-13STATE for inclusion in SBC-13STATE DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that SBC-13STATE may utilize CLEC's End User's listings contained in SBC-13STATE directory assistance database in providing existing and future SBC-13STATE directory assistance or DA related services.
- 6.8 CLEC further agrees that SBC-13STATE can release CLEC's directory assistance listings stored in SBC-13STATE directory assistance database to competing providers.

## 7. METHODS AND PRACTICES

- 7.1 SBC-13STATE will provide DA Services to CLEC's End Users in accordance with SBC-13STATE DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

## 8. PRICING

- 8.1 The prices at which SBC-13STATE agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

## 9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

## 10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or

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persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

## 11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC SOUTHWEST REGION 5-STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

## 12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 or 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.

(Listings are extracted by WPDC and listed by the Customer Customized Order Below)

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## APPENDIX 911

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## APPENDIX 911

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

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

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- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. DEFINITIONS

- 2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

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- 2.6 "E911 Customer" means 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 a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 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. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 "Public Safety Answering Point" or "PSAP" means 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 answer calls; 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.
- 2.12 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

### 3. SBC-13STATE RESPONSIBILITIES

- 3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
  - 3.2.1 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
  - 3.2.2 SBC-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC-13STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

### 3.3 Facilities and Trunking

- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

### 3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

## 4. CLEC RESPONSIBILITIES

### 4.1 Call Routing

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

### 4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC MIDWEST REGION 5-STATE only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC-13STATE SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC-13STATE 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC-13STATE.
- 4.2.10 CLEC will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between CLEC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to CLEC if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing SBC-13STATE updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.

4.3.5 The CLEC shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by CLEC or its third-party agent.

4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 SBC-13STATE will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. SBC-13STATE will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE 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.

7.3 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 documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC's E911 connection for actual emergency calls.

7.4 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 PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

- 7.5 In SBC-2STATE, and SBC MIDWEST REGION 5-STATE; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

## 8. BASIS OF COMPENSATION

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

## 9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 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 SBC-13STATE, CLEC shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after 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 service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of 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, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

## 10. MUTUALITY

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

## 11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 or 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.

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## APPENDIX MERGER CONDITIONS

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## APPENDIX MERGER CONDITIONS

### 1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, SBC-13STATE is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.1 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.2 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.3 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.4 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.5 SBC SNET - As used herein, SBC SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

### 2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

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### 3. PROMOTIONAL DISCOUNTS ON RESALE

- 3.1 The promotional resale discount ("Resale Discount") on telecommunications services that SBC-13STATE provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each SBC-13STATE on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-13STATE that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-13STATE that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.
- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-13STATE that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.
- 3.3 If CLEC does not qualify for the Resale Discount, SBC-13STATE's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

### 4. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

- 4.1 SBC MIDWEST REGION 5-STATE will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999) until the obligation set forth therein

has expired. To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate SBC MIDWEST REGION 5-STATE state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

## 5. CONFLICTING CONDITIONS

- 5.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC-13STATE, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

## 6. SUSPENSION OF CONDITIONS

- 6.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC-13STATE after the date of such termination, order or finding. Thereafter, SBC-13STATE's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

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## **APPENDIX ITR (Interconnection Trunking Requirements)**

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## APPENDIX ITR (Interconnection Trunking Requirements)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.4 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.5 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.6 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.13 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

- 1.14 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.15 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.16 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.17 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.18 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.19 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.20 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.21 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.22 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.23 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.25 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.26 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

## 2. DEFINITION

- 2.1 "Network Interconnection Methods" (NIM) designates facilities established between the Parties Networks.

## 3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Request (ASR) for two-way trunk groups. CLEC shall issue ASR's for one-way trunk groups, originating at the CLEC switch. **SBC-13STATE** shall issue ASR's for one-way trunk groups, originating at the **SBC-13STATE** switch. Exceptions to this are noted below:
  - 3.1.1 CLEC shall issue ASR's for one-way Meet Point Trunk Groups (MPTGs) in **SBC-13STATE**.
  - 3.1.2 CLEC shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.
  - 3.1.3 CLEC shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.3.
  - 3.1.4 CLEC shall issue ASR's for one-way Connecticut Transit Traffic Service trunk group in **SBC SNET**.

- 3.2 One-way trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, Meet Point, 911 and in SNET, Connecticut Transit Traffic trunk group) can be established between a CLEC switch and an SBC-13STATE Tandem as further provided in this Appendix ITR. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.3 Two-way trunk groups for local/ IntraLATA and InterLATA traffic can be established between a CLEC switch and an SBC-13STATE Tandem or End Office switch. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. SBC-13STATE will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in SBC MIDWEST REGION 5-STATE and SBC SNET, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in section 9.
- 3.6 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-13STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

#### 4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 SBC-13STATE deploys in its network Tandems that switch local only traffic (local Tandem SBC SOUTHWEST REGION 5-STATE only), Tandems that switch only local and IntraLATA traffic (local/IntraLATA Tandem SBC SOUTHWEST REGION 5-STATE only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-13STATE deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, CLEC shall connect to all tandems in the LATA in SBC SNET, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
  - 4.2.1 "Transit Traffic" is local and intraLATA toll traffic originated by or terminates to CLEC's End Users from another Local Exchange Carrier, CLEC or wireless carrier's End User that transit a SBC-13STATE Tandem. Transit Traffic does not terminate to SBC-13STATE's End Users.

- 4.2.2 When transit traffic through the SBC-13STATE Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices. By establishing this trunk group, CLEC agrees to cease routing transit traffic through the SBC-13STATE Tandem to the third party terminating carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.2.3 SBC SNET will make its Connecticut Transit Traffic Service available to CLEC for the purpose of completing CLEC Transit Traffic calls as defined in Section 4.2.1 at the rates and upon the terms and conditions set forth in Appendix Pricing and the applicable CT Access Service Tariff respectively. In doing so, SBC SNET will compensate the terminating carrier for applicable local compensation or intraLATA access compensation.
- 4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs, IXCs, Wireless Carriers or other CLECs) to deliver or receive transit traffic, SBC-13STATE acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an temporary basis. Accordingly, until the earlier of (I) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (II) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.2, SBC-13STATE will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 4.3.1 Once the CLEC is notified that there is more than a DS1's worth of traffic to any 3<sup>rd</sup> party, then the CLEC will invoke an interconnection arrangement with the 3<sup>rd</sup> party of concern within 60 calendar days.
- 4.3.2 If CLEC does not establish direct trunk groups as described above, SBC-13STATE reserves the right to cease delivery of such traffic.
- 4.4 Direct End Office trunks terminate traffic from a CLEC switch to an SBC-13STATE End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group when actual or projected End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem. Local traffic will only be alternately routed if the local exchange area is served by a local or local/Access Tandem.
- 4.4.1 Direct End Office trunks terminate local and intralata toll traffic from a CLEC switch to an SBC-13STATE End Office. This traffic is not switched at a Tandem location. DEOT's terminate Local IntraLata traffic from CLEC Switch to SBC 13-STATE End Office's.
- 4.4.2 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a Tandem serving area such that the DEOT does not fall below 80% of the total number of trunks the CLEC has in service in the Tandem serving areas for two consecutive months. This should be achieved within 6 months of new interconnection in a Tandem serving area or within 3 months for existing interconnections. To determine the 80% DEOT to Tandem trunks threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the Tandem serving area that CLEC into which has interconnection.
- 4.5 All traffic received by SBC-13STATE on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SBC-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

#### 4.6 Trunk Configuration

##### 4.6.1 Trunk Configuration - SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC SNET

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.6.1.2 The Lucent 1AESS switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

##### 4.6.2 Trunk Configuration - SBC CALIFORNIA and SBC NEVADA

4.6.2.1 When Interconnecting at SBC CALIFORNIA/SBC NEVADA's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at SBC CALIFORNIA's DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at SBC CALIFORNIA's 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from SBC CALIFORNIA's DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which SBC CALIFORNIA does for IXC's, CLEC's, or itself for 64CCC trunks.

#### 5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and SBC-13STATE.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: SBC SOUTHWEST REGION 5-STATE.

5.2.1 A two-way local trunk group shall be established between CLEC switch and each SBC SOUTHWEST REGION 5-STATE local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way local/IntraLATA trunk group shall be established between CLEC switch and each SBC SOUTHWEST REGION 5-STATE local/IntraLATA Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 SBC SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA trunk group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which the CLEC is Interconnected.

- 5.2.4 Where traffic from CLEC switch to **SBC SOUTHWEST REGION 5-STATE** End Office is sufficient, 24 or more trunks, a local or local/IntraLATA trunk group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office as described in Sections 4.4 and 4.5.
- 5.2.5 A local or local/IntraLATA trunk group shall be established from CLEC switch to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no local Tandem.
- 5.2.6 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.
- 5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Access Tandem, in addition a two-way local trunk group shall be established from the CLEC switch to the **SBC SOUTHWEST REGION 5-STATE** local Tandem(s).
- 5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group.
- 5.2.9 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group to each **SBC SOUTHWEST REGION 5-STATE** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, **SBC CALIFORNIA** and **SBC NEVADA**
- 5.3.1 Tandem Trunking - Single Tandem LATAs
- 5.3.1.1 Where **SBC CALIFORNIA**, **SBC NEVADA** or **SBC MIDWEST REGION 5-STATE** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.2 Tandem Trunking - Multiple Tandem LATAs
- 5.3.2.1 Where **SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** or **SBC MIDWEST REGION 5-STATE** has more than one Access Tandem and/or local/IntraLATA Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** or **SBC MIDWEST REGION 5-STATE** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.3 Direct End Office Trunking
- 5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.
- 5.4 Meet Point Trunk Group: **SBC-13STATE**
- 5.4.1 IXC traffic shall be transported between CLEC switch and the **SBC-13STATE** Access or combined local/Access Tandem over a Meet Point Trunk Group separate from local and IntraLATA toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

- 5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6.
- 5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish a Meet Point Trunk Group with one Access Tandem in each state.
- 5.4.4 In **SBC-13STATE** where there is more than one Access Tandem in a LATA, and the CLEC had previously established a Meet Point Trunk Group to a **SBC-13STATE** Access Tandem, or a constrained Access Tandem condition exist, the Parties agree to develop a mutually acceptable plan to establish a Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s).
- 5.4.5 FOR **SBC CALIFORNIA** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.
- 5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.
- 5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 5.5 **800/(8YY) Traffic: SBC-13STATE**
- 5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.
- 5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be

delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to SBC-13STATE over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an interLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to SBC-13STATE's Access Tandem. Calls will be routed to SBC-13STATE over the local/intraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to SBC-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXC's, or shall be delivered by CLEC using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

## 5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which the CLEC offers exchange service. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC-13STATE E911 switch.

5.6.2 In SBC SNET only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by CLEC. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with SBC-13STATE to promptly test all 9-1-1 trunks and facilities between CLEC network and the SBC-13STATE 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

## 5.7 High Volume Call In (HVCi) / Mass Calling (Choke) Trunk Group: SBC-12STATE

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCi/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCi/Mass Calling trunk group is designed to block all excessive attempts toward HVCi/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

<b>Number of Access Lines Served</b>	<b>Number of Mass Calling Trunks</b>
0 - 10,000	2
10,001 - 20,000	3
20,001 - 30,000	4
30,001 - 40,000	5
40,001 - 50,000	6
50,001 - 60,000	7
60,001 - 75,000	8
75,000 +	9 maximum

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-12STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 In **SBC SNET**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.

#### 5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for the CLEC, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

##### 5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

##### 5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified

Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If CLEC chooses **SBC-13STATE** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders

greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

## 7. TRUNK DESIGN BLOCKING CRITERIA: **SBC-13STATE**

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

\*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

## 8. TRUNK SERVICING: **SBC-13STATE**

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC MIDWEST REGION 5-STATE** and **SBC SNET** where one-way trunks are used (as discussed in section 3.4), **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report

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STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation the CLEC is responsible for issuing an ASR on all two-way trunk groups and one-way CLEC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TGSR. The CLEC will issue an ASR within three (3) days after receipt and review of the TGSR. The CLEC will note "Service Affecting" On the ASR.

8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way SBC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, the CLEC will issue a TGSR. **SBC 13-STATE** will issue an ASR within three (3) days after receipt and review of the TGSR. **SBC-13 STATE** will note "Service Affecting" on the ASR.

8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to the CLEC for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route.

8.3.2 Underutilization:

8.3.2.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA/SBC NEVADA** and 10 business days for **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC SNET** after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty(20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA/SBC NEVADA** and (10) business days for **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC SNET** after receipt of the TGSR.

- 8.4.1 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.5.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.6 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 8.7 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the CLEC.
- 8.8 **TRUNK SERVICING - SBC SOUTHWEST REGION 5-STATE** Exceptions:
- 8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SBC SOUTHWEST REGION T-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.
- 8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects
- 8.9.1 **SBC-13STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include, Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSRs will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

## 9. **TRUNK DATA EXCHANGE: SBC-13STATE**

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file

transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in a MS-Excel format.

## 10. NETWORK MANAGEMENT: SBC-13STATE

### 10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC-13STATE will immediately notify each other of any protective control action planned or executed.

### 10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

### 10.3 Mass Calling

10.3.1 CLEC and SBC-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

## 11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251( a)( 1 ) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

## 12. CIRCUIT SWITCHED TRAFFIC

12.1 For purposes of this Agreement only, Circuit-Switched Traffic is defined as any traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol. Notwithstanding anything to the contrary in this Agreement, excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC's tariffs, all other Circuit-Switched Traffic, as defined above, that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange ("Interexchange Circuit-Switched Traffic") shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Interexchange Circuit-Switched Traffic are not subject to the above stated requirement relating to routing over feature group access trunks.

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Interexchange Circuit Switched Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Interexchange Circuit Switched Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Interexchange Circuit-Switched Traffic as described in Section 1.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Interexchange Circuit-Switched Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Interexchange Circuit-Switched Traffic as described in Section 1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

12.3 The Parties agree that all traffic is presumed to be Circuit-Switched Traffic unless the Party delivering the traffic affirmatively demonstrates to the terminating Party by providing auditable records including, but not limited to, call detail records, that provide sufficient information that the traffic qualifies as "IP Traffic" (as defined below). Once the delivering Party affirmatively demonstrates traffic is "IP Traffic," the delivering Party shall deliver such traffic over separate and distinct Feature Group D access trunks and facilities per the other Party's tariffs until such time as an Internet Protocol access product may be purchased from the other Party's tariffs. Either Party may audit at any time the delivery of such traffic by the other Party over Feature Group D access trunks or the Internet Protocol access product (when available), whichever is applicable, to determine if it qualifies as IP Traffic (as defined below) in accordance with the audit provisions in Section 32 of the General Terms and Conditions of this Agreement.

### 13. IP TRAFFIC

13.1 For purposes of this Agreement only, "IP Traffic" is limited to traffic originated on customer premises equipment of the end user that originated and/or dialed a call in the Internet Protocol format and transmitted to the switch of a provider of voice communication applications or services when such switch utilizes Internet Protocol. The Parties have been unable to agree as to whether and under what circumstances IP Traffic should be subject to switched access charges. Without waiving any rights with respect to either Party's position, the Party delivering IP Traffic for termination shall pay into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties an amount equal to the intrastate and interstate switched access charges that applies to such IP Traffic based on its jurisdictional nature. To be acceptable, the escrow agent and escrow account must meet all of the criteria established in Section 8.5 of the General Terms and Conditions of this Agreement except disbursements from the escrow account will be limited to those authorized in writing by the disputing Party or upon receipt of any effective and applicable FCC rules or order regarding compensation for IP Traffic.

### 14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 or 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.

## APPENDIX INW

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## APPENDIX INW (Inward Assistance Operator Services)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

## 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
  - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
  - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

## 3. DEFINITIONS

- 3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

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- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with SBC-13STATE's Operator assistance switch(es). It is the responsibility of SBC-13STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
- 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SBC-13STATE Operator assistance switch utilizing MF signaling. Likewise, SBC-13STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to SBC-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC-13STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC-13STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

#### 5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the SBC-13STATE Operator assistance switches. These codes are specific to the various SBC-13STATE LATA's where SBC-13STATE Operator assistance switches are located.
- 5.2 SBC-13STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

#### 6. PRICING

- 6.1 SBC-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

#### 7. MONTHLY BILLING

- 7.1 SBC-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SBC-13STATE and remittance in full will be due within thirty (30) days of receipt.

## 8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

## 9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SBC-13STATE pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

## 10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 or 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.