

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

000201

**APPENDIX
ALTERNATE BILLED SERVICE
"ABS"**

000202

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BILLING AND SETTLEMENT APPENDIX FOR UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P") ALTERNATE BILLED SERVICES (ABS) TRAFFIC

This Appendix, Alternate Billed Services, sets forth the terms and conditions for Alternate Billed Services Billing and Settlement for Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Traffic.

1. DEFINITIONS

- 1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in Section 6.0 of this Appendix, or (2) any charges or credits to the CLEC's Account for amounts that may include, but are not limited to declared, Unbillables, Duplicates and/or Uncollectibles, as defined herein.
- 1.2 **"Alternate Billed Service" (ABS)** means a service that allows End-Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The phrase "Alternate Billed Service" or ABS is sometimes referred to as Alternate Billing Services, Alternatively Billed Traffic (ABT), Alternatively Billed Services, Alternately Billed Calls, or Alternately Billed Services. The different terms are interchangeable and offer no difference in connotation.
- 1.3 **"Billing Company"** shall mean the Party that has the End-User customer that needs to be billed for the ABS call charges.
- 1.4 **"Daily Usage File" (DUF)** is a process whereby a CLEC receives usage sensitive records and returns records for consideration of an adjustment in the industry standard format, currently Exchange Message Interface (EMI).
- 1.5 **"Earning Company"** shall mean the Party that originates the ABS call but does not have the End-User customer that needs to be billed for the ABS call charges.
- 1.6 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.7 The term ILEC in this Appendix references the SBC ILECs doing business the regions more particularly described below:
 - 1.7.1 **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.
 - 1.7.2 **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.
 - 1.7.3 **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.
 - 1.7.4 **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.

- 1.7.5 **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.
- 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.
- 1.7.6 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.7.7 **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.
- 1.8 "Incollect" shall mean calls that are placed using the services of **SBC-13STATE** or another LEC or LSP, who shall be the Earning Company and billed to an unbundled Network Element (e.g., switch port) of CLEC, who shall be the Billing Company.
- 1.9 "Messages" means the call detail information provided via the DUF.
- 1.10 "Outcollect" shall mean calls that are placed using CLEC Network Elements (e.g., switch port), who shall be the Earning Company and billed to a **SBC-13STATE** line or other LEC or LSP, who shall be the Billing Company.
- 1.11 "Pre-paid Service" means a program offered by **SBC-13STATE**'s Public Communications affiliate that will allow CLEC's End Users to receive collect calls that originate from inmate facilities served by **SBC-13STATE**'s Public Communications affiliate when Selective Blocking has been imposed. Prepay Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.
- 1.12 "Rejects" means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to the CLEC at the time the calls was made. Rejects are considered "Unbillable" as defined herein.
- 1.13 "Selective Blocking" means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate - originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.
- 1.14 "Rated ABS Message" means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.
- 1.15 "Third Party" means any Person other than a Party.
- 1.16 "Toll Billing Exception" (TBE) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.

- 1.17 "Unbillable" means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or other billing error (not the result of an error by CLEC) that is returned to SBC-13STATE by means of the DUF.
- 1.18 "Uncollectible" means an ABS Message for which charges are billed by CLEC to CLEC's End-User's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.

2. RESPONSIBILITY FOR INCOLLECT CALLS

- 2.1 CLEC may select one of the three options set forth below. Appendix A to the General Terms and conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix, and indicates the Billing Option CLEC selects for either 1) All States or 2) a Specific State, in which this Agreement is being filed. If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.

2.2 Option 1: CLEC Blocking of ABS Traffic

CLEC is not responsible for charges for ABS traffic that is originated on SBC-13STATE's network; provided, however, that CLEC must request full Toll Billing Exception (TBE) Blocking for all of its UNE-P End Users. In addition, SBC-13STATE will selectively block calls which originate from certain inmate facilities that are served by SBC-13STATE's Public Communications unit that are billable to CLEC's UNE-P End-Users. Traffic originating from these inmate facilities will not complete to CLEC's UNE-P End-Users, unless such End-Users have set up a pre-paid service. SBC-13STATE will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to SBC-13STATE unbundled local switch ports. CLEC will be responsible for one hundred percent (100%) and all applicable charges as discussed herein for all ABS charges passed through SBC-13STATE by a Third Party LEC to CLEC that are included in a DUF transmission.

2.2.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS.

2.2.2 Erroneous charges for ABS traffic that originated on the SBC-13STATE network may be returned by CLEC to SBC-13STATE as a claim, as defined in Section 6.0 of the Appendix, for consideration of adjustment.

2.2.3 CLEC shall be responsible for paying all Charges arising out of CLEC's failure to order blocking for UNE-P lines and as such ABS calls will not be adjusted. If the CLEC fails to place TBE on the line SBC-13STATE will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.2.4 CLEC shall notify SBC-13STATE within five (5) business days of deploying a new OCN to insure that Selective Blocking is established correspondingly. Subsequent requests to add Selective Blocking should be submitted to pccdispute@sbc.com.

2.2.5 Settlement with CLEC

2.2.5.1 The amount due each billing cycle to SBC-13STATE from CLEC who selects Option 1 shall be as follows:

- a. Gross ABS Billing Sent; (+)
- b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
- c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
- d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
- e. Late Payment Charges previously assessed for Unbillables; (+)
- f. Amount Due SBC-13STATE (a-(b,c,d))+e=f

2.2.5.2 Upon termination of this Appendix for any reason, all sums due to SBC-13STATE hereunder shall be immediately due and payable.

2.2.6 Unbillables / Rejects

2.2.6.1 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** as provided in Section 8 of the Appendix.

2.3 Option 2: CLEC Responsible for ABS Traffic

CLEC is responsible for payment of all charges for ABS Traffic, excluding Unbillables and Rejects, as provided in Section 8.0 of the Appendix, and agrees to comply with the remaining terms and conditions in this Appendix. CLEC may submit up to a maximum of thirty-five percent (35%) of **SBC-13STATE**'s rated ABS messages and applicable taxes delivered via the DUF to **SBC-13STATE** as an Uncollectible, for a given bill period. CLEC will be responsible for one hundred percent (100%) of any ABS charges and applicable taxes passed through **SBC-13STATE** by a Third Party LEC that is included in a DUF transmission. **SBC-13STATE** will credit CLEC a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.

2.3.1 At the CLEC's option, exercisable by delivery of a written request to **SBC-13STATE**, **SBC-13STATE** will selectively block calls which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.3.2 Settlement with CLEC:

2.3.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 2, shall be as follows:

- a. Gross ABS Billing Sent; (+)
- b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
- c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
- d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
- e. Running average amount for amounts declared Uncollectible; (-)
- f. Billing and Collection Fee; (-)
- g. Late Payment Charges previously assessed for Unbillables; (+)
- h. Amount Due **SBC-13STATE** $(a-(b,c,d,e,f)+g=h)$

2.3.2.2 Under Option 2, **SBC-13STATE** will conduct a running average review, semi-annually, of the CLEC recoured Uncollectibles to determine whether the 35% cap has been achieved by the CLEC. **SBC-13STATE** will adjust the CLEC's account accordingly as a result of the running average review for amounts declared Uncollectible. **SBC-13STATE** will work with CLEC to establish running average amount for the first six months after execution of this Appendix.

2.3.2.3 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.3.3 Uncollectibles

2.3.3.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Uncollectibles, as defined herein. If CLEC has not billed its End-User for ABS charges or has not made collection efforts, a message is not an Uncollectible and CLEC may not return the rated message to **SBC-13STATE** for adjustment. Prior to CLEC appealing for an adjustment for an Uncollectible, CLEC will make good faith efforts to collect said amounts from its End-User. This excludes adjustments for Unbillables and Rejects, as defined herein.

2.3.3.2 CLEC may submit Uncollectibles to **SBC-13STATE** no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.

- 2.3.3.3 CLEC must return Uncollectibles to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.
- 2.3.3.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recouping an Uncollectible to **SBC-13STATE** for adjustment. **SBC-13STATE** reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.
- 2.3.3.5 If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.
- 2.3.3.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to **SBC-13STATE** prior to **SBC-13STATE** removing TBE on the End User's line.

2.4 Option 3: CLEC Purchase of ABS Accounts Receivable

CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Adjustments as provided in Section 6.0 of the Appendix and/or Unbillables and Rejects, as provided in Section 8.0 of the Appendix. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages and applicable taxes, which requires that the CLEC pay (a) seventy percent (70%) of the total amount of charges for **SBC-13STATE's** originated rated ABS messages and applicable taxes; and (b) one hundred percent (100%) of any ABS charges passed through **SBC-13STATE** by Third Party LECs that are included in a DUF transmission..

- 2.4.1 At the CLEC's option, exercisable by delivery of a written request to **SBC-13STATE**, **SBC-13STATE** will selectively block calls, which originate from inmate facilities that are served by **SBC-13STATE's** Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.4.2 Settlement with CLEC

- 2.4.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 3 shall be as follows:
 - a. Gross ABS Billing Sent; (+)
 - b. The Accounts Receivable Discount, as defined with Option 3 above, credited one month in arrears to Requesting Carrier's account; (-)
 - c. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
 - d. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
 - e. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
 - f. Late Payment Charges previously assessed for Unbillables; (+)
 - g. Amount Due **SBC-13STATE** (a-(b,c,d,e)+f)=g
- 2.4.2.2 Once purchased as an Account Receivable, CLEC shall not adjust, deduct, debit, or otherwise attempt to recourse back to **SBC-13STATE** any Uncollectible ABS charges, regardless of whether the End User disputes the ABS charges accuracy, declares financial insolvency, or otherwise refuses to pay CLEC invoices.
- 2.4.2.3 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

3. DAILY USAGE EXTRACT FILE: Applies to all Options

- 3.1 Specific provisions, requirements and prices concerning the Daily Usage Extract File and related services are set forth in the Interconnection Agreement, attached hereto.
- 3.2 Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by **SBC-13STATE** to CLEC within six (6) months of the date such usage was incurred. Rated messages that meet the requirements outlined above as Underbilled ABS charges must be returned to **SBC-13STATE** by means of the DUF as an Unbillable record for consideration of an adjustment. "Underbilled Charges" shall mean 1) the rated ABS records that **SBC-13STATE** sends to CLEC via the DUF that are less than six (6) months of the call being made that originated on the **SBC-13STATE** network; and 2) rated ABS records that are passed through **SBC-13STATE** by a third party LEC to CLEC via the DUF that are less than six (6) months of the call being made.

4. BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 1 & 2 and shall apply to Option 3, when CLEC elects to bill its End-Users

4.1 Billing Services

- 4.1.1 CLEC will provide Billing and Collection Services (B&CS) to **SBC-13STATE** for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.
- 4.1.2 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE's** and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.
- 4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.

4.2 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 8.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.0 of this Appendix;
- Remitting net proceeds to **SBC-13STATE**;
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 At its option, the CLEC may pass through discretionary charge(s) to their End-User's, as a mechanism for cost recovery, when billing its End-User Customer.

6. ABS CLAIMS AND ADJUSTMENTS

6.1 CLEC End-User Customer Complaints and Inquiries

- 6.1.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. **SBC-13STATE** will work cooperatively with CLEC to address the CLEC's End User's concerns by providing skilled assistance to CLEC. If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may initiate a claim to **SBC-13STATE** as provided in Section 6.2 of this Appendix.

6.2 CLEC ABS Claims

- 6.2.1 If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may send an email to pccdispute@sbc.com and the Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain it with their End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry.
- 6.2.2 Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist **SBC-13STATE** in completing the investigation.

6.3 Claim Resolution and Adjustments to CLEC's Account

- 6.3.1 When all questions are answered and disposition is provided to CLEC on ABS claim, a credit is applied to the CLEC's Billing Account Number (BAN), as appropriate.
- 6.3.2 Claim resolution is made within thirty (30) calendar days of receipt of claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved.
- 6.3.3 If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle.
- 6.3.4 If a claim is denied, an explanation for the denial is provided. Once **SBC-13STATE** resolves the CLEC claim and the resolution Email is sent to CLEC, **SBC-13STATE** considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with **SBC-13STATE's** resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

7. **ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT**

- 7.1 The CLEC has the option to remove a disputed Uncollectible charge from their End User's account no earlier than thirty (30) days from the date that the message was originally sent to CLEC by means of the DUF.

8. **UNBILLABLES / REJECTS**

- 8.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Unbillables and Rejects as defined herein.
- 8.2 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** no later than 60 days from the date the message was originally sent to CLEC through the DUF.
- 8.3 CLEC must return Unbillable and/or Reject claims to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines.
- 8.4 Upon receipt of returned Unbillable and/or Reject, **SBC-13STATE** will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, **SBC-13STATE** will process appropriate credits to CLEC's account.
- 8.5 In the rare event that duplicate records are received by the CLEC, a separate adjustment procedure will be necessary. A CLEC may notify **SBC-13STATE** of one duplicate record or a series of duplicate records by submitting an e-mail message to pccdispute@sbc.com. The Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain the call with its End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry. Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call or the request for additional information to assist **SBC-13STATE** in completing the investigation.

When all questions are answered and disposition provided, the appropriate credit is applied to the CLEC's Billing Account Number (BAN), as appropriate. Claim resolution is made within thirty (30) calendar days of receipt of initial claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved. Once a claim is resolved, a resolution Email is sent to CLEC advising of the action taken. If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle. If a claim is denied, an explanation for the denial is provided. Once **SBC-13STATE** resolves the CLEC claim and the resolution Email is sent to CLEC, **SBC-13STATE** considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with **SBC-13STATE's** resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

9. TAXES

- 9.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.

10. BLOCKING

- 10.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. CLEC shall also block End User access to ABS calls upon **SBC-13STATE's** request, as set forth in the Guidelines in this Appendix.
- 10.2 CLEC shall agree to cooperate with **SBC-13STATE** to investigate, minimize, and take corrective action in cases of potential fraud. CLEC shall also block its End-User access to ABS calls upon **SBC-13STATE's** request in the case of potential fraud.
- 10.3 In connection with the selective blocking and TBE option, **SBC-13STATE** is unable to guarantee that its methodology will block one hundred percent (100%) of the collect/third party calls. CLEC is responsible for any ABS charges that may occur due to CLEC's End User's acceptance of Collect/Third Party calls.
- 10.4 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.
- 10.5 Selective Blocking is currently not a chargeable service. In the event that **SBC-13STATE** establishes recurring charges for Selective Blocking, **SBC-13STATE** will provide CLEC with 60-day notice from when recurring charges will commence, allowing it to remove Selective Blocking accordingly. The parties will negotiate the Selective Blocking rate. If the parties are unable to reach Appendix on the Selective Blocking Rate they will initiate the Dispute Resolution Process contained in the Underlying Interconnection Agreement.
- 10.6 **SBC-13STATE** reserves the right to withdraw the Selective Blocking Option at any time, with 30- days' notice.
- 10.7 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11. OUTCOLLECTS AND RECIPROCAL BILLING

- 11.1 Outcollects: **SBC-13STATE** will provide to CLEC the unrated message detail that originates from a CLEC End-User line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, collect.). **SBC-13STATE** has agreed to transmit such data on a daily basis by means of the DUF. CLEC as the Local Service Provider (LSP) will be deemed the Earning Company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for End-User billing, by means of the DUF. CLEC will be compensated by the billing company for the revenue it is due. A message charge for **SBC-13STATE's**

transmission of Outcollect messages to CLEC is applicable, and SBC-13STATE will bill CLEC for the transmission charge.

- 11.2 SBC-13STATE, deemed as the Billing Company, is prepared to reciprocate the terms of this agreement as it relates to CLEC's Outcollects that are billable to SBC-13STATE and is prepared to compensate CLEC, as the Earning Company, for the revenue it is due.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 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.
- 1.25 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.
 - 1.25.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
 - 1.25.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. **SBC SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.
- 1.26 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.27 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **SBC-13STATE's** network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC SOUTHWEST REGION 5-STATE**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE's** network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC SOUTHWEST REGION 5-STATE** requires Interconnection in each local exchange area, while **SBC SNET**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE's** End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between CLEC and **SBC-13STATE**.
- 2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.
- 2.7 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.
- 2.8 **Technical Interfaces**
- 2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

- 2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

- 3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable state tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

- 3.3.1 Where facilities are available, CLEC may lease facilities from **SBC-13STATE** as defined in Section 5 of this Appendix.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC MIDWEST REGION 5-STATE, SBC SNET, SBC CALIFORNIA** and **SBC NEVADA**).

- 3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility.

- 3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

- 3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.

- 3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

- 3.4.7 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

- 3.4.7.1 Design One: CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. CLEC shall deliver and

maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.7.2 Design Two: Both CLEC and **SBC-13STATE** each provide two fibers between their locations to terminate at each parties' FOT. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the working side of the system. CLEC will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.

3.4.8 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.

3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC CALIFORNIA, SBC NEVADA, SBC SNET and SBC MIDWEST REGION 5-STATE**). CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website.)

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

- 4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

- 5.1 Should SBC-13STATE wish to voluntarily provide CLEC with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should SBC-13STATE voluntarily offer Leased Facilities under this section, it (I) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (II) will process the request only if CLEC accepts such charges.

5.1.1 Leased facilities in SBC MIDWEST REGION 5-STATE and SBC SNET are obtained from the applicable Access Tariffs.

- 5.2 Upon CLEC's request, the CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

- 5.3 Requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SBC-13STATE may agree to provide facilities under a Bona Fide Request (BFR).

6. OUT OF EXCHANGE TRAFFIC

- 6.1 Out of Exchange traffic shall be consistent with the Appendix Out of Exchange Traffic attached to this agreement

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 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 NUMBER PORTABILITY

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APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and 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-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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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.
- 1.8 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.9 **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.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

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

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

2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of **SBC-12STATE**

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

2.3.2 **SBC-13 State** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.

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

2.4 Obligations of CLEC

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

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

2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

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COMMISSIONERS:
BRAULIO L. BAFZ, CHAIRMAN
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Public Service Commission

February 20, 2004

TJ845-03-0-D
DELTEL, INC.
610 Newport Center Drive, Suite 330
Newport Beach, CA 92660

Dear Certificate Holder:

The Division of the Commission's Clerk and Administrative Services has forwarded your account to our office to address the nonpayment of the Regulatory Assessment Fees (RAFs) required by Section 364.336, Florida Statutes, and Rule 25-4.0161, Florida Administrative Code, for the year 2003, which was due January 30, 2004. The RAFs return form was mailed to you on December 15, 2003, and to date, Commission records reflect that payment has not been received.

According to Florida Law, you are required to add interest charges at 12% per annum, and a 5% penalty for each 30-day period or fraction thereof, beyond the due date, up to a maximum of 25% in addition to the delinquent amount due. In addition, pursuant to Section 364.285, Florida Statutes, the Commission is authorized to impose upon any entity subject to its jurisdiction a penalty of not more than \$25,000 for each offense, if such entity is found to have refused to comply with or to have willfully violated any lawful rule or order of the Commission, or any provision of Chapter 364.

Utilities are charged with knowledge of our rules and statutes. Moreover, it is general Commission practice that all utilities that apply for Interexchange Telephone certificate receive a copy of all applicable rules. Further, in accordance with Section 364.335, Florida Statutes, as part of the application process, utilities provide an affidavit indicating that they have read and understood the applicable rules.

If you wish to request another form, please contact David Brown or Valorie Moore at the number below. The payment should be identified with the company code and the company's name. Failure to provide payment within 15 days of this notice will result in the establishment of a docket to address your failure to return the RAF's form and pay RAFs in accordance with Section 364.336, Florida Statutes, and Rule 25-4.0161, Florida Administrative Code. As specified above, pursuant to Section 364.285, Florida Statutes, the Commission may impose a fine or cancel your certificate. Therefore, it is important that you address this matter now.

If you have paid your fees, please provide us with your check number and the date that it was paid.

Should you have any questions concerning this letter please contact David Brown at (850) 413-6267 or Valorie Moore at 413-6275 or via Internet e-mail at dbrown@psc.state.fl.us or vmore@psc.state.fl.us.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. D. Melson".

Richard D. Melson
General Counsel

KMP

Enclosure

cc: David Brown, Bureau of Administrative Services/Fiscal Services Section
Valorie Moore, Bureau of Administrative Services/Fiscal Services Section

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2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **SBC-12STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. **MASS CALLING CODES**

3.1 General Terms and Conditions

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

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency)

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trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

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

3.3 Obligations of **SBC-12STATE**

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

3.4 Obligations of CLEC

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

3.5 CLEC Mass Calling Codes

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

4. **SPNP QUERY SERVICE**

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:
- 4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
- 4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff

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4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff

4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.

- 4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE's** LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE's** facilities via an SS7 link to the **SBC-12STATE** STP.
- 4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

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

- 5.1 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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EXHIBIT 1

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

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

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶180), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-13STATE is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

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

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

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

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

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

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

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

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

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

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

DATE: _____ (date of request)

TO: _____ (name of service provider)

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

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

_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

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

Notes: See following page.

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

- Notes:
- ¹ List each switch targeted for LNP by its specific CLLI code.
 - ² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
 - ³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

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

- ⁴ As documented in the Southwest Region Code Opening Process.

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Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

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

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

Switch request(s) accepted:

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

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

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APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the 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 will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 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 OS

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APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) 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 OS:

- 2.1.1 Fully Automated Call Processing

- 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

- 2.1.1.2 **SBC-10STATE** and **SBC CALIFORNIA/SBC SNET** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

- 2.1.1.3 **SBC NEVADA** - This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

- 2.1.2 Operator-Assisted Call Processing

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

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

- 4.1.1.1 Where **SBC-13STATE** 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-13STATE** is only providing OS on behalf of the CLEC, the 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 OS 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-AS. 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 OS 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 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 OS 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.
 - 4.1.1.5.3 **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.
 - 4.1.1.5.4 **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.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
 - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1.1 CLEC will furnish OS 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 OS 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 OS Reference or Rater information.

5.1.2 When an SBC-12STATE Operator receives a rate request from a CLEC End User, SBC-12STATE will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 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. INTRALATA MESSAGE RATING

6.1 SBC SOUTHWEST REGION 5-STATE - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SBC SOUTHWEST REGION 5-STATE Operator assisted intraLATA calls. With this service, SBC SOUTHWEST REGION 5-STATE will compute the applicable charges for each message based on CLEC's schedule of rates provided to SBC SOUTHWEST REGION 5-STATE.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC-13STATE agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SBC-13STATE with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC-13STATE will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 8.2 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 OS 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.
- 8.3 Facilities necessary for the provision of OS 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.
- 8.4 CLEC will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. LIABILITY

- 12.1 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.
- 12.2 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 persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including 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 Operator Services.

13. TERMS OF APPENDIX

- 13.1 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 agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If 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 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.

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.

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APPENDIX OSS - RESALE & UNE

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/AMERITECH POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 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, SBC NEVADA Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, SBC CALIFORNIA 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, SBC 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.
- 1.25 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 "LSC" means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC SNET**.
- 2.2 "LOC" means (i) the Local Operations Center (LOC) for **SBC-8STATE**; and (ii) the Customer Response Unit (CRU) for **SBC MIDWEST REGION 5-STATE**.
- 2.3 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is

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more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in SBC SOUTHWEST REGION 5-STATE where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when CLEC elects to remain manual and not to use OSS in order to avoid SBC SOUTHWEST REGION 5-STATE's flat rate monthly OSS charges.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-13STATE. In addition, CLEC agrees that such use will comply with SBC-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In SBC-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to SBC CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of SBC CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless SBC CALIFORNIA against any claim made by a consumer End User or governmental entity against SBC CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

3.3.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, CLEC agrees to accept and pay all