

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

**ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED, MICHIGAN BELL
TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A SBC
NEVADA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL TELEPHONE
COMPANY, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,
SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SOUTHWESTERN BELL
TELEPHONE COMPANY AND/OR WISCONSIN BELL, INC. D/B/A AMERITECH
WISCONSIN**

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.1.1 Southern New England Telephone (SNET) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The Prices at which SBC-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 “Automated Message According (AMA)” – Billing detail recordings in the switch.
- 2.2 “Call Processing Data Link - (CPDL)” - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 “Data Terminating Equipment (DTE)” - A terminal attached to a data network as an End User node.
- 2.4 “Nortel Digital Multiplexing Switch (DMS 200)” - DMS performs base call processing functions and supports service capabilities.
- 2.5 “IBM RISC 6000 Processor” – The IBM platform that enables database search capabilities.

- 2.6 “Nortel Directory One (D1)” - D1 offers directory search applications built on a standard operating software environment.
- 2.7 “Nortel Directory One Call Control” - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 “Electronic White Pages (EWP)” - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 “Nortel Interactive Voice System (IVS)” - Peripheral off the switch that provides interactive audio.
- 2.10 “Nortel Multi Purpose Position (MP, MPX or MPX-IWS)” - Operator Workstations.
- 2.11 “Non-Published Number (NP)” - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 “Operator Service Center (OSC)” - Physical location of the Operators/workstations.
- 2.13 “Published Number” - A telephone number that is published in a telephone directory and is available upon request by calling an SBC-13STATE DA Operator.
- 2.14 “Nortel Queue Management System (QMS)” - Supports up to 255 unique queues on calls to operator positions.
- 2.15 “Nortel Traffic Operating Position System (TOPS)” - Performs base call processing functions and support service capabilities.
- 2.16 “Nortel/IBM Protocol” – Allows communication between Nortel Switch and IBM database.
- 2.17 “IBM Platform” – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows SPRINT access to SBC-13STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to SPRINT's End User. This service shall allow SPRINT to obtain listed name, address, zip code and telephone numbers,

except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address SBC-13STATE will provide SPRINT nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

- 3.2 Where technically feasible and/or available, SPRINT may receive Direct Access from SBC-13STATE's host switches via a SPRINT Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the SPRINT switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-13STATE

- 4.1 SBC-13STATE shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to SPRINT for all SBC-13STATE listings.
- 4.2 SBC-13STATE shall provide DA listings to SPRINT from its current DA records and in accordance with SBC-13STATE's methods, practices, and procedures.
- 4.3 SBC-13STATE shall provide SPRINT access to the same listing information that is available to its own operators.
- 4.4 SBC-13STATE shall maintain the same level of system performance for SPRINT as it provides to itself.

5. RESPONSIBILITIES OF SPRINT

- 5.1 SPRINT shall submit requests for Direct Access in writing to SBC-13STATE. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.
- 5.2 When SPRINT utilizes a switch other than those specified in TR-BX.25, SPRINT must obtain CPDL/D1 certification of their switch from NORTEL. SPRINT shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. SBC-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. SBC-7STATE shall bear the cost of this hardware and software, but SPRINT will be responsible for Engineering, Furnish and Installation charges.

5.2.1 SBC-AMERITECH – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 SPRINT providing the circuit between SPRINT's office and SBC-13STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by SPRINT.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SBC-13STATE, and SPRINT will reimburse SBC-13STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. SPRINT 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 DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 SBC-13STATE shall bill through the appropriate SBC-13STATE regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of SBC-13STATE. SPRINT shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall SPRINT

authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon SPRINT's request, and pursuant to the terms and conditions herein, SBC-13STATE will set rates and other appropriate criteria for provision of Direct Access to SPRINT pursuant to the BFR process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, SPRINT shall pay a Direct Access Per Search charge for each SPRINT subscriber listing search queried from SBC-13STATE's listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for SPRINT provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide SPRINT with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide the following DA Services:
 - 2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to SPRINT's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212, or any subsequent modified dialing code.
 - 5.1.1 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)
A service in which a local or an intraLATA call to the requested number is completed on behalf of SPRINT's End User, utilizing an automated voice system or with operator assistance.
 - 5.1.1 NATIONAL DIRECTORY ASSISTANCE (NDA)
 - 5.1.1.1 SBC10-STATE/PACIFIC- A service in which listed telephone information (address and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to SPRINT End Users.

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

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 “**Call Branding**” -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

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

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

3.1.4 “**Published Number**” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

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

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

4.1.1.1. SNET – Where SNET provides Operator Services (OS) and DA services on behalf of SPRINT, SPRINT must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of SPRINT, SPRINT’s calls will be branded.

4.1.2 SPRINT’s name used in branding calls may be subject to Commission regulations and should match the name in which SPRINT is certified.

4.1.3 SBC-SWBT/SNET/SBC-AMERITECH - SPRINT will provide written specifications of its company name to be used by SBC-

SWBT/SNET/SBC-AMERITECH to create SPRINT specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). SPRINT attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.5 Multiple Brands:

- 4.1.5.1 SBC-7STATE can support multiple brands on a single trunk group for a facilities-based SPRINT if all End User customer records for all carriers utilizing the same trunk group are maintained in SBC-7STATE's LIDB.

4.1.6 Branding Load Charges:

- 4.1.6.1 SBC-SWBT - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of SPRINT specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC-SWBT on behalf of SPRINT when such services are provided in conjunction with: i) the purchase of SBC-SWBT unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.6.2 PACIFIC/NEVADA - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of SPRINT specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.6.3 SNET - An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of SPRINT specific branding. An additional non-recurring charge

applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

- 4.1.6.4 SBC-AMERITECH – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of SPRINT specific branding. In addition, a per call charge applies for every DA call handled by SBC-AMERITECH on behalf of SPRINT when such services are provided in conjunction with the purchase of SBC-AMERITECH 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.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION.

- 5.1 Where technically feasible and/or available, SBC-13STATE will provide SPRINT DA Rate/Reference Information based upon the criteria outlined below:

- 5.1.1 SPRINT will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.1.2 SPRINT will inform SBC-13STATE, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. SPRINT acknowledges that it is responsible to provide SBC-13STATE updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of SPRINT's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either SPRINT's DA Services Rate or Reference Information.
- 5.1.4 When an SBC-13STATE Operator receives a rate request from a SPRINT End User, SBC-13STATE will quote the applicable DA rates as provided by SPRINT.

5.1.4.1

6. RESPONSIBILITIES OF THE PARTIES

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

7. METHODS AND PRACTICES

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

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Agreement, SBC-13STATE may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to SPRINT.

9. MONTHLY BILLING

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

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 SPRINT 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 DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of this Agreement.

- 11.2 If SPRINT terminates this Appendix within the first twelve (12) months of the term of this Agreement, prior to the expiration of the term of this Appendix, SPRINT shall pay SWBT, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

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**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which the Parties agree to license its subscriber listing information applicable to the SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide SPRINT with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in SBC-SWBT, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in SBC-AMERITECH (herein after collectively referred to as DAL):
 - 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End User who call SBC-13STATE's DA to obtain such information.
 - 2.1.3 Inasmuch as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and SPRINT End Users.

- 2.1.4 To the extent that SBC-13STATE is authorized by the owner of the listing information or is otherwise authorized by the applicable Law, Order, or Regulation to provide such other ILEC and SPRINT DA listing information to SPRINT, it will do so.
- 2.2 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.2.5.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.
- 2.2.5.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.
- 2.2.5.3 SBC-13STATE shall provide directory assistance listing information to SPRINT via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to SPRINT the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.3 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION
- 2.3.1 SPRINT may use the local directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to SPRINT's End Users residing in Licensor's service area.
- 2.3.2 Upon termination of the Agreement, SPRINT shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by SBC-13STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
- 2.3.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in SPRINT's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the

address for a requested listing, SPRINT may verify the listing by matching the caller-provided address with the address in SPRINT's data. SPRINT's data may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. SPRINT can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listing information shall remain the property of SBC-13STATE. SPRINT shall not sublicense, assign, sell or transfer the directory assistance listing information licensed hereunder, nor shall SPRINT authorize any other company or any person to use the directory assistance listing information for any other purpose. SPRINT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by SPRINT, its agents, employees or others.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should SPRINT breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

- 5.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to SPRINT. SPRINT agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 SPRINT hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 5.3 Except for instances of gross negligence or willful misconduct of SBC-13STATE, SPRINT shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE's Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of SPRINT, in which event SPRINT shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. SPRINT shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of 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 as provided in Section 2.9 of General Terms and Conditions.

ATTACHMENT "A"

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

[illegible]

APPENDIX 911

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APPENDIX 911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

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

- 2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **"E911 Universal Emergency Number Service"** (also referred to as **"Expanded 911 Service"** or **"Enhanced 911 Service"**) or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number

and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to SPRINT as described this section in a particular Rate Center in which SPRINT is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 SBC-13STATE will transport 911 calls from each SPRINT point of interconnection (POI) to the SR office of the E911 system, where SBC-13STATE is the 911 Service Provider.

3.2.2 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.3 SBC-13STATE will forward the calling party number (ANI) it receives from SPRINT and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by SPRINT, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the SPRINT, but no ANI record is found in the E911 DBMS, SBC-13STATE will report this "No Record Found" condition to SPRINT in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 trunks from SBC-13STATE's SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 SBC-13STATE will provide facilities to interconnect the SPRINT, as specified in the local state tariff. Additionally, when diverse facilities are requested by SPRINT, SBC-13STATE will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by SPRINT, SBC-13STATE shall, in a timely fashion, provide SPRINT with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.3.1 In SBC-AMERITECH, SBC-AMERITECH will provide SPRINT the boundaries of SBC-AMERITECH rate centers/exchanges, the E911 SR that services the specific SBC-AMERITECH rate centers, and the Default PSAPs associated with each rate center for the purpose of ordering and testing 911 trunks.

3.3.2.2 In SBC-SWBT, SBC-SWBT will provide SPRINT the SBC-SWBT E911 SR that services the specific rate centers, the PSAPs associate with each rate center serviced by the SBC-SWBT SR, and the E911 Authority associated with the PSAPs identified, for the purpose of ordering and testing 911 trunks.

3.3.2.3 In SBC-2STATE, SBC-2STATE will provide SPRINT SBC-2STATE's rate center boundaries and SBC-2STATE's E911 SR that services the specified rate centers for the purpose of ordering and testing 911 trunks.

3.3.4 SBC-13STATE and SPRINT will cooperate to promptly test all trunks and facilities between SPRINT's network and the SBC-13STATE SR(s).

3.4 Database

3.4.1 Where SBC-13STATE manages the E911 database, SBC-13STATE shall store SPRINT's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of SPRINT's End Users served by SPRINT's exchange(s)] in the electronic data processing database for the E911 DBMS. SPRINT or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 SBC-13STATE shall coordinate access to the SBC-13STATE E911 DBMS for the initial loading and updating of SPRINT End User 911 Records.

3.4.3 SBC-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

- 3.4.4 SBC-13STATE will update SPRINT's End User 911 Records in the E911 DBMS. SBC-13STATE will then provide SPRINT an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to SPRINT.
- 3.4.5 SBC-13STATE shall provide SPRINT with a file containing the Master Street Address Guide (MSAG) for SPRINT's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where SPRINT is authorized to do business as a local exchange service provider and SBC-13STATE is the 911 service provider.
- 3.4.6 Where SBC-13STATE manages the DBMS, SBC-13STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.
- 3.4.7 SBC-13STATE shall notify SPRINT of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

4. **SPRINT RESPONSIBILITIES**

4.1 **Call Routing**

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

4.2 **Facilities and Trunking**

- 4.2.1 SPRINT shall provide interconnection with each SBC-13STATE 911 Selective Router that serves the exchange areas in which SPRINT is authorized to and will provide telephone exchange service.
- 4.2.2 SPRINT acknowledges that its End Users in a single local calling scope may be served by different SRs and SPRINT shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

- 4.2.3 SPRINT shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC-AMERITECH only, SPRINT is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 SPRINT shall maintain transport capacity sufficient to route traffic over trunks between the SPRINT switch and the SBC-13STATE SR.
- 4.2.6 SPRINT shall provide sufficient trunking and facilities to route SPRINT's originating 911 calls to the designated SBC-13STATE 911 SR. SPRINT is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 SPRINT is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 SPRINT shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 SPRINT shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If SPRINT's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, SPRINT shall request additional circuits from SBC-13STATE.
- 4.2.10 SPRINT will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between SPRINT's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. SPRINT agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between SPRINT's End Office and all appropriate SR, SPRINT or its representatives shall be responsible for providing SPRINT's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and SPRINT shall arrange for the automated input and periodic updating of SPRINT's End User 911 Records.
- 4.3.2 SPRINT or its agent shall provide initial and ongoing updates of SPRINT's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 SPRINT shall adopt use of a Company ID on all SPRINT End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 SPRINT is responsible for providing SBC-13STATE updates to the ALI database; in addition, SPRINT is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 SPRINT shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by SPRINT or its third-party agent.
- 4.3.6 SPRINT shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

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

5. RESPONSIBILITIES OF BOTH PARTIES

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

- 5.2 SPRINT is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to SPRINT's demarcation (for example, collocation). SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). SPRINT is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to SPRINT if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 SBC-13STATE will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. SBC-13STATE will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and SPRINT. These specifications shall be documented in Exhibit I, SPRINT Serving Area Description and E911 Interconnection Details. SPRINT shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to SPRINT not later than thirty (30) days prior to the passing of live traffic. Notwithstanding

the delayed assignment of NXX's to SPRINT, this shall not preclude SPRINT from submitting the Exhibit 1 form to SBC-SWBT to complete its portion of Exhibit 1.

7.3 SPRINT must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which SPRINT's End Users are located SPRINT shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of SPRINT's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of SPRINT into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. SPRINT must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In PACIFIC, NEVADA, and SBC-AMERITECH, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2, 7.3 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in SBC-13STATE's Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to SPRINT, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SPRINT until service is restored.

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

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SPRINT and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The definitions from the General Terms and Conditions are legitimately related to this Appendix.

2. DEFINITIONS

- 2.1 "Subscriber Access Lines" means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 2.2 "Feature Group A (FGA) Switched Access Service" means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

- 2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.
- 2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.
- 2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User; and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.
- 2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).
- 2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.
- 2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- 2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.
- 3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOU) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

- 5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

- 5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made

a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.
- 6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
- 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
- 7.2.3 The total compensation due the Secondary Company, by rate element.

- 7.2.4 The number of terminating MOUs recorded by the Primary Company.
- 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
- 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 7.2.7 Adjustments for uncollectibles.
- 7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 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 as provided in Section 2.9 of General Terms and Conditions.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE NPA-NXX

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA
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APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

- 1.1 If the Parties mutually agree to jointly provide FX Service during the term of this Agreement, the Parties will negotiate in good faith an amendment to the Agreement to address the terms and conditions for such joint offering.

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APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, SBC-13STATE is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
 - 1.1.1 As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
 - 1.1.2 As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin.
- 1.2 SBC-13STATE was and/or is required to provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including the items specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

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

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 3.1 The promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each of the respective SBC-SWBT and SBC-SNET states. Thus, notwithstanding anything to the contrary in this Appendix or

Agreement, with respect to **SBC-SWBT** and/or **SBC-SNET**, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, the CLEC shall not be entitled to this Local Loops Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-SWBT** or **SBC-SNET** that provided for this Local Loops Discount before the sunset date in each of the respective **SBC-SWBT** or **SBC-SNET** states; and (2) even then, only with respect to those unbundled local loops that were ordered by the Adopting CLEC during the Offering Window for this Local Loops Discount that has/had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions.

- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-SWBT** or **SBC-SNET** that provided for such Local Loops Discount before the sunset date in each respective **SBC-SWBT** or **SBC-SNET** state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions. Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.
- 3.3 Notwithstanding anything to the contrary in this Appendix or Agreement, **SBC-13STATE** is under no obligation to provide a Local Loops Discount outside the "Promotional Period" as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period "shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter."
- 3.4 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers, during the "Promotional Periods" applicable to such loop as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix, at the rates and on the terms and conditions set forth in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 3.5 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, **SBC-13-STATE's** provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13-STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount or to convert such service to an available alternative service provided by **SBC-13-STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (30) days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON RESALE

- 4.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale

Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.

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

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

- 5.1 **SBC-AMERITECH** will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate **SBC-AMERITECH** state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

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

7. SUSPENSION OF CONDITIONS

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

APPENDIX MESSAGE EXCHANGE

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**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND
UNBUNDLED SERVICE**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to SPRINT as a result of SPRINT's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. DEFINITIONS:

- 2.1 "555" is an SBC-AMERITECH service by which Providers offer information services for a fee to a SPRINT End-User who dials a number using the "555" prefix.
- 2.2 "900" is a PACIFIC and NEVADA service by which Providers offer audio services for a fee to a SPRINT End-User who dials a number using the "900" prefix.
- 2.3 "976" is an SBC-AMERITECH, PACIFIC and NEVADA service by which Providers offer audio services for a fee to a SPRINT End-User who dials a number using the "976" prefix.
- 2.4 "Abbreviated Dialing" is an SBC-AMERITECH service by which Providers offer information services for a fee to a SPRINT End-User who dials a telephone number with less than seven digits.
- 2.5 "Adjustments" are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 "Ancillary Message Services" available in SBC-AMERITECH, PACIFIC, and NEVADA. Included in SBC-AMERITECH offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. PACIFIC and NEVADA provide 900/976.

- 2.7 "Calling Party Pays Cellular" or "CPP Cellular" is an SBC-AMERITECH service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.8 "Calling Party Pays Paging" or "CPP Paging" is an SBC-AMERITECH service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 "SPRINT CATS Messages" means intraLATA Calling Card and third number billed messages billed to a SPRINT End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 "Provider" is the entity that offers an SBC-AMERITECH, PACIFIC, or NEVADA Ancillary Message Service to an End-User.
- 2.11 "Uncollectibles" are amounts billed to SPRINT's End-Users, which after standard intervals and application of standard collection procedures, are determined by SPRINT to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoured back to the Provider.
- 2.12 "SPRINT Non-CATS Messages are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the SPRINT's End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

- 3.1 SBC-13STATE will receive LEC carried ABS messages being billed to SPRINT End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. SBC-13STATE shall forward rated messages to SPRINT on the Daily Usage File (DUF).
- 3.2 PACIFIC and NEVADA shall provide revenue settlement for all messages supplied to SPRINT on DUF; provided, however, that revenue settlement for SPRINT Non-CATS Messages shall only be provided by PACIFIC with those LECs with whom PACIFIC has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide SPRINT with a list of all such LECs upon request.

- 3.3 SBC-SWBT, SNET, and SBC-AMERITECH shall bill charges to the SPRINT Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a SPRINT Resale or UNE port End-User account.
- 3.4 As a part of provisioning local service for SPRINT, SBC-13STATE will block End-User access to 900/976 numbers upon specific written request by SPRINT for each separate End User line.
- 3.5 SPRINT shall block End-User access to Ancillary Message Services upon SBC-13STATE's written request.
- 3.6 If blocking is not requested, SBC-13STATE shall record all Ancillary Message Service calls transported by SBC that originate from a SPRINT's End-User's telephone number. SBC shall provide SPRINT with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where SPRINT's switch generates call information, SPRINT will provide SBC-AMERITECH, PACIFIC or NEVADA with call information for each call on a daily basis. SBC-AMERITECH, PACIFIC or NEVADA will rate the call with each Provider's requested rates and return a formatted record to SPRINT. SPRINT shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 SPRINT shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. SPRINT warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than SPRINT uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.
- 4.2 All messages should be billed within 30 days of receipt. SPRINT further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 SPRINT acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. **SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA**

- 6.1 For messages billed to SPRINT End-Users that PACIFIC or NEVADA forward to SPRINT as set forth in Section 3 above, PACIFIC or NEVADA shall calculate the amount due based on the following formula:

$$\begin{array}{rcl} & \text{Rated Value of 900/976 Messages (if applicable)} & \\ + & \text{Rated Value of SPRINT CATS and Non-CATS Messages} & \\ - & \text{Rejected/Unbillable/Uncollectible Messages} & \\ - & \text{SPRINT Billing Charge} & \\ + & \text{PACIFIC or NEVADA Settlement Charge} & \\ \hline = & \text{Amount Due PACIFIC or NEVADA} & \end{array}$$

- 6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of SPRINT CATS Messages and Non-CATS Messages means the total computed charges for SPRINT CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

- 6.1.1.2 Rejected Messages means the rated value of SPRINT CATS Messages and Non-CATS Messages that failed to pass the edits within SPRINT's system and were returned to PACIFIC or NEVADA via the daily feed within 10 days of originally being received from PACIFIC or NEVADA.
- 6.1.1.3 Unbillable Messages means the rated value of SPRINT CATS Messages and Non-CATS Messages that were not billable to a SPRINT End-User because of missing information in the billing record or other billing error, not the result of an error by SPRINT, that are returned to PACIFIC or NEVADA via the daily feed within 30 days of originally being received from PACIFIC or NEVADA.
- 6.1.1.4 Uncollectible Messages means the rated value of SPRINT CATS Messages and Non-CATS Messages billed by SPRINT to subscribers that are unpaid, have been debited to final write-off by SPRINT and have been returned to PACIFIC or NEVADA via the daily feed within 20 days of final write-off.
- 6.1.1.5 SPRINT Billing Charge means the SPRINT per message billing rate, as set forth in Appendix Pricing under SPRINT Billing Rate, times the number of SPRINT CATS and Non-CATS Messages forwarded by PACIFIC or NEVADA to SPRINT.
- 6.1.1.6 PACIFIC or NEVADA Settlement Charge means the PACIFIC or NEVADA per message settlement charge, set forth in Appendix Pricing, times the number of SPRINT CATS and Non-CATS Messages forwarded by PACIFIC or NEVADA to SPRINT. Only SPRINT CATS and Non-CATS Messages for which the Transporting LEC is other than PACIFIC or NEVADA shall be included in the calculation of the PACIFIC or NEVADA Settlement Charge.
- 6.2 Within 30 business days following the end of each calendar month, PACIFIC or NEVADA shall provide SPRINT with:
- 6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due PACIFIC or NEVADA as set forth in Section 6.1, and
- 6.2.2 An Invoice setting forth the Amount Due PACIFIC or NEVADA.
- 6.3 SPRINT shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by PACIFIC or

NEVADA after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

- 6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.5 That portion of the Amount Due PACIFIC or NEVADA, calculated as set forth in Section 6.1 attributable to LECs for which PACIFIC or NEVADA is the CMDS Host or LECs with whom PACIFIC or NEVADA has an Agreement covering the Settlement of Non-CATS messages shall be settled between PACIFIC or NEVADA and the LECs as set forth in the Appendix PACIFIC or NEVADA shall provide SPRINT with an updated list in writing of all LECs with which PACIFIC or NEVADA has such Agreements.
- 6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH

- 7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to SBC-AMERITECH under this Appendix shall be the total of all billable charges submitted to SPRINT under this Appendix, less:
- 7.2.1 All charges due SPRINT under subsection 7.1;
- 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;
- 7.2.3 Adjustments as provided in subsection 7.4;
- 7.2.4 Taxes collected from SPRINT End-Users.
- 7.3 SPRINT shall provide SBC-AMERITECH with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by SBC-AMERITECH on or before the fifth Business Day of every month. Payment of the amount owed to SBC-

AMERITECH by SPRINT as calculated in Section 7.2 hereof is due and shall be paid to SBC-AMERITECH on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

- 7.4.1 SPRINT may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by SBC-AMERITECH within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

- 7.5.1 SPRINT may recourse to SBC-AMERITECH an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by SPRINT to SBC-AMERITECH within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

- 7.6.1 Taxes Imposed on Services Performed or Provided by SPRINT. SPRINT shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by SPRINT.
- 7.6.2 Taxes on Ancillary Message Services. SPRINT shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying SBC-AMERITECH of those taxes. SBC-AMERITECH shall notify SPRINT of this information and pursuant to this Agreement SPRINT shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to SBC-AMERITECH. SPRINT shall identify the amount of taxes and type of taxes, by Provider. SBC-AMERITECH shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 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 as provided in Section 2.9 of General Terms and Conditions.

APPENDIX ITR

(Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 This Appendix provides descriptions of the trunking requirements between SPRINT and SBC-13STATE. All references to incoming and outgoing trunk groups are from the perspective of SPRINT. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.4 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.5 Transit traffic is originated by or terminated to the SPRINT End User from or to other networks and not to SBC-13STATE End Users.
- 1.6 "Network Interconnection Methods" (NIM) which designates facilities as established by the Parties are contained in Appendix NIM.

2. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 2.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a SPRINT Tandem or End Office switch and an SBC-13STATE Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. SPRINT will have administrative control of one-way trunk groups from SPRINT to SBC-13STATE (SPRINT originating).
- 2.2 Two-way trunk groups for local, IntraLATA and InterLATA can be established between a SPRINT switch and an SBC-13STATE Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way

trunking will be jointly provisioned and maintained. For administrative consistency SPRINT will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. SBC-13STATE will use the Trunk Group Service Request (TGSR), as described in Section 7.3.1 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.2.1 SBC-13STATE shall not impose any restrictions on SPRINT's ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. To the extent SBC does not currently combine its own InterLATA Toll, IntraLATA Toll, and/or Local Traffic, this should in no way inhibit SPRINT's ability to combine such traffic.

2.2.1.1 SPRINT intends to measure and accurately identify InterLATA, IntraLATA and Local traffic on the combined trunk group.

2.2.1.2 When SPRINT is not able to measure traffic, the Parties will make a best effort to apportion the traffic among the various jurisdictions, or, in the alternative, SPRINT shall provide a percentage of jurisdictional use factors that will be used to apportion traffic.

2.2.1.3 SBC-13STATE may audit the development of SPRINT's actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions of the General Terms and Conditions of this Agreement.

2.2.1.4 In instances where SPRINT combines traffic as set forth in this Section 2.2, it shall not be precluded by SBC-13STATE in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, SPRINT will preserve the compensation scheme for each jurisdiction of traffic that is combined. SPRINT's failure to preserve this scheme and compensate SBC-13STATE accordingly would constitute a violation of this Agreement.

2.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in the SBC-AMERITECH and SNET, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

- 2.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.
- 2.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-13STATE agrees to develop a cutover plan and project manage the cutovers with SPRINT participation and agreement.

3. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 3.1 SBC-13STATE deploys in its network Tandems that switch local only traffic (local Tandem SBC-SWBT only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-13STATE deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 3.2 When Tandem trunks are deployed, SPRINT shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to SPRINT switches on the trunk groups defined below.
- 3.2.1 When transit traffic through the SBC-13STATE Tandem from SPRINT to another Local Exchange Carrier, SPRINT or wireless carrier requires 24 or more trunks SPRINT shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, SPRINT or wireless carrier, unless the Parties agree otherwise. SPRINT shall route Transit Traffic via SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 6.

- 3.3 While the Parties agree that it is the responsibility of SPRINT to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-13STATE acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to SPRINT and (ii) the date transit traffic volumes exchanged by SPRINT and third-party carrier exceed the volumes specified in Section 3.2.1, SBC-13STATE will provide SPRINT with transit service. SPRINT agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 3.4 Direct End Office trunks terminate traffic from a SPRINT switch to an SBC-13STATE End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 3.5 All traffic received by SBC-13STATE on the direct End Office trunk group from SPRINT must terminate in the End Office; i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SBC-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.
- 3.6 Trunk Configuration
- 3.6.1 Trunk Configuration – SBC-SWBT, SBC-AMERITECH and SNET
- 3.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

3.6.2 Trunk Configuration – PACIFIC and NEVADA

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

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

4. TRUNK GROUPS

4.1 The following trunk groups shall used to exchange various types of traffic between SPRINT and SBC-13STATE.

4.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: SBC-SWBT.

4.2.1 A two-way local trunk group shall be established between SPRINT switch and each SBC-SWBT local Tandem in the local exchange area. Inter-Tandem switching is not provided.

- 4.2.2 Where traffic between a SPRINT switch and an SBC-SWBT end office switch is sufficient (i.e. 24 or more trunks), a local trunk group shall also be established between a SPRINT switch and an SBC-SWBT end office switch, as described in Sections 3.4 and 3.5.
- 4.2.3 A local trunk group shall be established from a SPRINT switch to each SBC-SWBT End Office in a local exchange area that has no local Tandem.
- 4.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.
- 4.2.5 When SBC-SWBT has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group shall be established from SPRINT switch to the SBC-SWBT Access Tandem(s).
- 4.2.6 When SBC-SWBT has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 4.2.7 When SBC-SWBT has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each SBC-SWBT Tandem.
- 4.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: SBC-AMERITECH, PACIFIC, and NEVADA
- 4.3.1 Tandem Trunking - Single Tandem LATAs
- 4.3.1.1 Where PACIFIC, NEVADA, SNET, or SBC-AMERITECH has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 4.3.2 Tandem Trunking - Multiple Tandem LATAs
- 4.3.2.1 Where PACIFIC, NEVADA, SNET, or SBC-AMERITECH has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every PACIFIC, NEVADA,

SNET or SBC-AMERITECH Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

4.3.3 Direct End Office Trunking

4.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 3.4 and 3.5.

4.4 InterLATA (Meet Point) Trunk Group: SBC-13STATE

4.4.1 InterLATA traffic shall be transported between SPRINT switch and the SBC-13STATE Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. However, as set forth in Section 2.2.1 above, SBC-13STATE shall not impose any restrictions on SPRINT's ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. Until such time as SPRINT combines such traffic, InterLATA trunk group will be established for the transmission and routing of exchange access traffic between SPRINT's End Users and inter exchange carriers via a SBC-13STATE Access Tandem.

4.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

4.4.3 When SBC-13STATE has more than one Access Tandem in a local exchange area or LATA, SPRINT shall establish an InterLATA trunk group to each SBC-13STATE Access Tandem where SPRINT has homed its NXX code(s). If the Access Tandems are in two different states, SPRINT shall establish an InterLATA trunk group with one Access Tandem in each state.

4.4.4 SPRINT will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

4.4.5 FOR PACIFIC ONLY: SPRINT will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 5.7.3, Tandem Access

Sectorization (TAS). SPRINT is not required, however, to home codes by the sector designations. SPRINT also agrees to locate at least one Local Routing Number (LRN) per home Tandem if SPRINT ports any telephone numbers to its network from a community currently homing on that Tandem.

- 4.4.6 SBC-13STATE: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 4.4.7 SBC-13STATE will not block switched access customer traffic delivered to any SBC-13STATE Tandem for completion on SPRINT's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access Tandem that SPRINT's switch subtends in each LATA. In no event will SBC-13STATE be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that SPRINT directs to the switched access customer. SBC-13STATE also agrees to furnish SPRINT, upon request, a list of those IXCs which also Interconnect with SBC-13STATE's Access Tandem(s).
- 4.4.8 SPRINT shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, SBC-13STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by SPRINT wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 4.5 800/(8YY) Traffic: SBC-13STATE
- 4.5.1 If SPRINT chooses SBC-13STATE to handle 800/(8YY) database queries from its switches, all SPRINT originating 800/(8YY) traffic will

be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and SPRINT 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC-13STATE Tandem switch.

4.5.2 All originating Toll Free Service (800/8YY) calls for which SPRINT requests that SBC-13STATE perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

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

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

4.6 E911 Trunk Group

4.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC offers exchange service. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way out-going only and use MF-CAMA signaling or, where available, SS7 signaling. Where the Parties use SS7 signaling and E911 network has the technology available, only one E911

trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the POI to the SBC-13STATE E911 switch.

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

4.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-13STATE

- 4.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling or SS7 signaling (once SBC-13STATE utilizes SS7 signaling for its own operation). As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. SPRINT will have administrative control for the purpose of issuing ASRs on this one-way trunk group

- 4.7.2 This group shall be sized as follows:

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

- 4.7.3 If SPRINT should acquire a HVCI/Mass Calling customer, i.e. a radio station, SPRINT shall notify SBC-13STATE of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC-13STATE

HVCI/Mass Calling Serving Office to the SPRINT customer's serving office and SBC-13STATE shall establish this trunk group.

4.7.4 If SPRINT finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, SPRINT may request a meeting to coordinate with SBC-13STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that SPRINT establishes a new choke NXX, SPRINT must notify SBC-13STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC-13STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SBC-13STATE Public Response HVCI/Mass Calling Network Access Tandem to SPRINT's choke serving office.

4.7.5 Where SBC-13STATE and SPRINT both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

4.8 Operator Services/Directory Assistance Trunk Group(s)

4.8.1 If SBC-13STATE agrees through a separate appendix or contract to provide Inward Assistance Operator Services for SPRINT, SPRINT will initiate an ASR for a one-way trunk group from its designated operator services switch to the SBC-13STATE OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, SBC-13STATE will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to SPRINT's designated operator services switch.

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

4.8.2.1 Directory Assistance (DA):

4.8.2.1.1 SPRINT may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC-13STATE OPERATOR SERVICES Tandem in the LATA for the NPA SPRINT wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). SPRINT

will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.2 Directory Assistance Call Completion (DACC):

4.8.2.2.1 SPRINT contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SBC-13STATE OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). SPRINT will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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

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

4.8.2.4 Operator Assistance (0+, 0-):

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

4.8.2.5 Digit-Exchange Access Operator Services Signaling:

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

4.8.2.6 OS QUESTIONNAIRE

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

5. **FORECASTING RESPONSIBILITIES: SBC-13STATE**

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

5.2 The semi-annual forecasts shall include:

5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

5.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network

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

- 5.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 5.3 SPRINT shall be responsible for forecasting two-way trunk groups. SBC-13STATE shall be responsible for forecasting and servicing the one way trunk groups terminating to SPRINT and SPRINT shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-13STATE, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 5.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 5.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6. **TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE**

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

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%

InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

7. TRUNK SERVICING: SBC-13STATE

7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). SPRINT will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH and SNET where one-way trunks are used (as discussed in section 2.3), SBC-AMERITECH and SNET will issue ASRs for trunk groups for traffic that originates in SBC-13STATE and terminates to SPRINT. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

7.3 In A Blocking Situation:

7.3.1 In a blocking final situation, a TGSR will be issued by SBC-13STATE when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. SPRINT will note "Service Affecting" on the ASR.

7.4 Underutilization:

7.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over

provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

- 7.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
 - 7.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for PACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET).
 - 7.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
 - 7.4.1.4 If SBC-13STATE does not receive an ASR, or if SPRINT does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-13STATE will attempt to contact SPRINT to schedule a joint planning discussion. If SPRINT will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC-13STATE will issue an ASR to resize the Interconnection trunks and facilities.
- 7.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 7.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for PACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET).
 - 7.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used

for the provisioning process will be the same as those used for SBC-13STATE's Switched Access service.

- 7.6 Projects require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and SPRINT work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

7.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

- 7.7 SPRINT will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC-13STATE will be responsible for engineering its network on its side of the POI.

- 7.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the SBC-13STATE's intrastate Switched Access intervals. If SPRINT is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, SPRINT will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If SPRINT requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by SPRINT. Should SPRINT fail to cancel such an ASR, SBC-13STATE shall treat that ASR as though it had been canceled.

- 7.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of SPRINT.

- 7.10 TRUNK SERVICING – SBC-SWBT Exceptions:

7.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 7.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with

proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

- 7.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 5.0 using Design Blocking Objectives stated in Section 6.1.

8. TRUNK DATA EXCHANGE: SBC-13STATE

- 8.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 8.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9. NETWORK MANAGEMENT: SBC-13STATE

9.1 Restrictive Controls

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

9.2 Expansive Controls

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

9.3 Mass Calling

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

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

- 1.4 This Appendix sets forth the terms and conditions for Inward Assistance Operator Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide SPRINT Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

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

3. DEFINITIONS

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

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 It is the responsibility of SPRINT to order the necessary facilities to interconnect with SBC-13STATE's Operator Assistance switches in the various locations throughout SBC-13STATE territory.
- 4.2 Interconnection trunking requirements are described in Appendix ITR.
- 4.3 SPRINT will furnish request for service in writing to SBC-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC-13STATE. SPRINT or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC-13STATE to establish any new interconnection trunking arrangements.
- 4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its SPRINT or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.
- 4.5 SBC-12STATE - When utilizing the services of SPRINT Inward Assistance, SBC-12STATE and SPRINT agree that SBC-12STATE will pay SPRINT at the same rate SPRINT compensate SBC-12STATE pursuant to the terms of this Appendix.

EXCEPTION: <u>SNET</u> - When utilizing the services of <u>SPRINT</u> Inward Assistance, <u>SNET</u> and <u>SPRINT</u> agree that compensation will be handled on a separate and unshared basis.
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5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by SPRINT Operators for routing and connecting to the SBC-13STATE Operator assistance switches. These codes are specific to the various SBC-13STATE LATA's where SBC-13STATE Operator assistance switches are located.
- 5.2 SBC-13STATE Operator Services will require a Toll Center Code for the SPRINT Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the SPRINT Operator on an Inward basis.

- 5.3 If SPRINT requires establishment of a new Toll Center Code, SPRINT shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 SBC-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing. The price set forth in Appendix Pricing is reciprocal and shall be the price SBC-12STATE will pay SPRINT when the SBC-12STATE Operator utilizes the Inward Assistance of SPRINT operator.

EXCEPTION: <u>SNET</u> - Pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in Appendix Pricing.
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7.

- 7.1 SBC-7STATE will render monthly billing statements to SPRINT, and remittance in full will be due within thirty (30) days of receipt. SPRINT will render monthly billing to SBC-7STATE and remittance in full will be due within thirty (30) days of receipt. For more information on billing, see the General Terms and Conditions of this Agreement.

8. LIABILITY

- 8.1 Except for instances of gross negligence, or willful misconduct by the other Party, the Party using Inward Assistance Operator Services on behalf of its End Users agrees to defend and hold harmless the other Party from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the Party's operator use of Inward Assistance Operator Services on the behalf of the Party's End Users. The Party using Inward Assistance Operator Services on behalf of its End Users shall defend against all end user claims just as if that Party's operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.
- 8.2 Except for instances of negligence, gross negligence, or willful misconduct by a Party, the Party using Inward Assistance Operator Services on behalf of its End Users also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the other Party's employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but

is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of this 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 upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If SPRINT terminates this Appendix prior to the expiration of the term of this Appendix, SPRINT shall pay SBC-13STATE, within thirty (30) calendar days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SBC-13STATE pursuant to this Appendix prior to its termination.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

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.

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 SPRINT. 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 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other technically feasible methods requested pursuant and subject to the BFR process. One or more of these methods may be used to effect the Interconnection.
 - 1.3.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.4 SBC-13STATE shall provide Interconnection for SPRINT'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.
- 1.5 The Parties shall effect an Interconnection that is efficient, fair and equitable with either (a) the establishment and use of multiple points of interconnection ("POIs") pursuant to section 2 below, or, at CLEC's election, (b) the establishment and use of a single point of interconnection per LATA, pursuant to section 2.2 below, in which event CLEC shall either, at CLEC's election, (i) bear half the cost of the Affected Facilities, as that term is defined in section 2.4.2 below, or (ii) compensate SBC-13STATE for the transport of those calls identified in section

2.4.2 below. 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. At least one POI must be established within the SBC-13STATE LATA where the CLEC will serve End Users.

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-SWBT), 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. The physical architecture plan will, at a minimum, include the location of SPRINT'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.
- 2.3 This section shall apply if and only if CLEC elects to establish and use multiple POIs as permitted by section 1.5 above.
 - 2.3.1 The Parties shall negotiate the POI and the architecture in each location that will seek to mutually minimize and equalize investment.
 - 2.3.2 The Parties agree to meet as often as necessary to negotiate the number and location 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 in local exchange areas or LATAs include existing facility capacity, location of existing POIs, relative costs, and future capacity needs. 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 network

interconnection architecture plan will be updated to reflect the addition of new POIs.

2.4 This section shall apply if and only if **SPRINT** elects to establish and use a single POI per LATA as permitted by section 1.5 above.

2.4.1 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a SBC-13STATE end user physically located in the same tandem serving area or the same local exchange area as that in which the POI is located. For such calls, **SPRINT** and SBC-13STATE shall each be financially responsible for the facilities, trunking and equipment on its side of the POI. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.

2.4.2 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a SBC-13STATE End User physically located in a different tandem serving area and a different local exchange area, or a SWBT End User in a different mandatory local calling area, from that in which the POI is located (hereinafter "long haul calls"). To compensate SBC-13STATE for that portion of the delivery of long haul calls on SBC-13STATE's side of the POI that is outside the local exchange area in which the POI is located, **SPRINT** shall bear the cost of the Affected Facilities. "Affected Facilities" means those facilities on which such long haul calls are transported on SBC-13STATE's side of the POI that are outside the local exchange area in which the POI is located. Such cost is calculated as airline miles from the SBC switch in which the trunks are installed to the POI, less 15 miles. The cost of the Affected Facilities shall be assessed at UNE rates. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.

2.5 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.

- 2.6 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 SPRINT and SBC-13STATE.
- 2.7 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.8 SPRINT is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.
- 2.9 Subject to the requirements defined in Appendix ITR, in each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the SPRINT switch to each SBC-13STATE SNET, PACIFIC, NEVADA, and SBC-AMERITECH applicable Tandem POI where SPRINT originates or terminates local and/or toll traffic with SBC.
- 2.10 If SPRINT 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 SPRINT.
- 2.11 Technical Interfaces
- 2.911.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative 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.
- 2.911.2 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 SPRINT will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.11.3 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 SPRINT 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, SPRINT may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When SPRINT 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 SPRINT's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows SPRINT to choose the equipment vendor and does not require that SPRINT be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.3.2 SBC-13STATE will allow SPRINT to lease the same physical access facilities (e.g., dedicated transport access facilities) to provision trunk groups to carry Local and intraLATA traffic and separate trunk groups to carry interLATA traffic, provided such arrangement is not for the purpose of avoiding access facility charges associated with dedicated transport access facilities. In the above circumstances, access facility rates will still apply regardless of the percentage of Local and intraLATA trunk groups provisioned on those facilities.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between SBC-13STATE and SPRINT can occur at any mutually agreeable and technically feasible point between SPRINT's premises and an SBC-13STATE Tandem or End Office within each local exchange area (SBC-SWBT) or LATA (SBC-AMERITECH, SNET, PACIFIC, and 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.