

As of the date above, the Parties identify their respective regulatory contact as follows:

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Southwestern Bell Telephone, L.P. d/b/a  
SBC MISSOURI  
By SBC Operations, Inc.,  
Its authorized agent

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**Resale: OCN/AECN#**\_\_\_\_\_

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## APPENDIX DEFINITIONS TO THE GENERAL TERMS AND CONDITIONS - MISSOURI

### 1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix/Attachment attached hereto, and/or as defined elsewhere in this Agreement.

#### 1.1 General Definitions

- 1.1.1 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 1.1.3 **“Access Service Request”** (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **“Access Tandem Switch”** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.1.5 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding SBC MISSOURI to the client/End User community.
- 1.1.6 **“Account Owner”** means a telecommunications company, including SBC MISSOURI, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 1.1.7 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC MISSOURI Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
  - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
  - 1.1.7.2 x.25-based and x.75-based packet technologies, or
  - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **“Affiliate”** is As Defined in the Act.
- 1.1.9 **“Alternate Billing Service”** (ABS) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.10 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.11 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.12 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.13 **“Automated Message Accounting”** (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

- 1.1.14 **“Billed Number Screening”** (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.15 **“Bona Fide Request”** (BFR) is the process described in the applicable Appendix Lawful UNEs.
- 1.1.16 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable SBC-owned ILEC does not provision new retail services and products.
- 1.1.17 **“Busy Line Verification”** (BLV) means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.18 **“CABS”** means the Carrier Access Billing System.
- 1.1.19 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.20 **“Calling Name Database”** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.21 **“Calling Name Delivery Service”** (CNDS) means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.22 **“Calling Name Information”** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.23 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.24 **“Calling Party Number”** (CPN) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.25 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an SBC MISSOURI E911 Selective Router.
- 1.1.26 **“Centralized Message Distribution System”** (CMDs) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDs.
- 1.1.27 **“Central office switch”** (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:
  - 1.1.27.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. An End Office Switch does not include a PBX.
  - 1.1.27.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.28 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.29 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.30 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.
- 1.1.31 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

- 1.1.32 **“Collocation”** is an arrangement is an arrangement where a CLEC leases space at an SBC MISSOURI premises for the placement of equipment necessary for interconnection or access to SBC MISSOURI Lawful UNEs.
- 1.1.33 **“Commercial Mobile Radio Services”** (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.34 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term “Commissions” means the Missouri Public Service Commission (MPSC).
- 1.1.35 **“Common Channel Signaling”** (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.36 **“Common Language Location Identifier”** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.37 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.38 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC MISSOURI and forwarded to CLEC.
- 1.1.39 **“Custom Local Area Signaling Service Features”** (CLASS) means certain call-management service features that are currently available from SBC MISSOURI' local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.40 **“Customer Name and Address Information”** (CNA) means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.41 **“Data Interexchange Carrier”** (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC MISSOURI and CLECs interconnecting with its network. This reciprocal exchange of data enables SBC MISSOURI and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.42 **“Declassified” or “Declassification”** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “Declassified.”
- 1.1.43 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

- 1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
- 1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 1.1.43.3 any Force Majeure Event.
- 1.1.44 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.45 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
  - 1.1.45.1 **"Digital Signal Level 0"** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
  - 1.1.45.2 **"Digital Signal Level 1"** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
  - 1.1.45.3 **"Digital Signal Level 3"** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.46 **"Digital Subscriber Line"** (DSL) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.47 **"Distant LCA"** is defined as a Local Calling Area (as defined below) that is separate and distinct from the LCA where the CLEC designated POI for the exchange of Section 251(b)(5)/IntraLATA Traffic is located.
- 1.1.48 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.49 <sup>1</sup>Intentionally Left Blank
- 1.1.50 **"Enhanced Service Provider"** (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.51 **"Exchange Access"** is As Defined in the Act.
- 1.1.52 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.53 **"Exchange Message Interface"** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.54 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.55 **"Facility-Based Provider"** is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.1.56 **"Feature Group A"** (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.57 **"Feature Group D"** (FGD) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.58 **"FCC"** means the Federal Communications Commission.

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<sup>1</sup> Conformed to Final Arbitration Award

- 1.1.59 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.60 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs," is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 1.1.61 **"Fraud Monitoring System"** means an off-line administration system that monitors LIDB validation query traffic for suspected occurrences of ABS-related fraud.
- 1.1.62 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.63 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.64 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.65 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.66 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.67 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.68 **"Interconnection"** is As Defined in the Act.
- 1.1.69 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.70 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.71 **"InterLATA"** is As Defined in the Act.
- 1.1.72 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.73 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.74 **"IntraLATA Toll traffic"** is defined as traffic between one SBC MISSOURI local calling area and another SBC MISSOURI local calling area or that of another LEC within the same LATA.
- 1.1.75 **"IntraLATA Toll Trunk Group"** is defined as a trunk group carrying IntraLATA Toll traffic as defined above.



- 1.1.76 **“ISP-Bound Traffic”** is as defined in Attachment 12: Inter-carrier Compensation.
- 1.1.77 **“Jurisdictional Identification Parameter”** (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.78 **“Lawful,”** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 1.1.79 **“Lawful Unbundled Network Element” or “Lawful UNE”** is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).
- 1.1.80 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.81 **“Line Information Data Base”** (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.1.82 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.83 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 1.1.84 **“Local Access Transport Area”** (LATA) is As Defined in the Act.
- 1.1.85 **“Local Exchange Carrier”** (LEC) is As Defined in the Act.
- 1.1.86 **“Local Exchange Routing Guide”** (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.87 **“Local Calls,”** for purposes of inter-carrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.88 **“Local Interconnection Trunk Groups”** are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic between CLEC end users and SBC MISSOURI end users.
- 1.1.89 **“Local Loop Transmission,” “Lawful Unbundled Local Loop,” “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the SBC MISSOURI Serving Wire Center.
- 1.1.90 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.91 **“Location Routing Number”** (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

- 1.1.92 **"Local Service Provider"** (LSP) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.93 **"Local Tandem"** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.1.94 **"Local/Access Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.1.95 **"Local Calling Area" or "LCA"** is an SBC MISSOURI local calling area, as defined in SBC MISSOURI's General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.1.96 **"Local/IntraLATA Tandem Switch"** is defined as a switching machine within the public switch telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/Intra Lata Traffic.
- 1.1.97 **"Local Only Tandem Switch"** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.1.98 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.99 **"Main Distribution Frame"** (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.1.100 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF," which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.101 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.102 **"Meet-Point Billing"** (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.103 **"MO"** means MISSOURI.
- 1.1.104 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.105 **"Mutual Compensation"** as defined in Appendix Reciprocal Compensation.
- 1.1.106 **"Network Data Mover"** (NDM) is an industry standard protocol for transferring information electrically.
- 1.1.107 **"Network Element"** is As Defined in the Act.

- 1.1.108 **“North American Numbering Plan”** (NANP) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.109 **“Numbering Plan Area”** (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.110 **“Number Portability”** is As Defined in the Act.
- 1.1.111 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.112 **“Offers Service”** – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.1.113 **“Ordering and Billing Forum”** (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.114 **“Originating Line Information”** (OLI) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.1.115 **“Originating Point Code”** (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.116 **“Out of Exchange LEC (OE-LEC)”** means <CLEC Name>\_operating within SBC MISSOURI’ incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.
- 1.1.117 **“Out of Exchange Traffic”** is defined as Section 251(b)(5) and ISP Bound traffic, FX, or intraLATA traffic to or from a non-SBC ILEC exchange area.
- 1.1.118 **“Party”** means either CLEC or the SBC-owned ILEC; use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement. “Parties” means both CLEC and the SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.
- 1.1.119 **“Permanent Number Portability”** (PNP) is a long term method of providing LNP using LRN.
- 1.1.120 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.121 **“Physical Collocation”** is as defined in Appendix Physical Collocation.
- 1.1.122 **“Plain Old Telephone Service”** (POTS) means telephone service for the transmission of human speech.
- 1.1.123 **“Point of Interconnection”** (POI) is a physical location on the SBC MISSOURI network at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.124 **“Port”** is the point of interface/access connection to the SBC MISSOURI public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.125 **“Rate Center Area”** means the following in each applicable area:

- 1.1.125.1 **“Rate Center”** means a uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.
- 1.1.125.2 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.126 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.127 **“Remote End Office Switch”** is an SBC MISSOURI switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC MISSOURI End Office Switch. Such features function, and capabilities are provided to the SBC MISSOURI Remote End Office Switch via an umbilical to an SBC MISSOURI Host End Office.
- 1.1.128 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.1.129 **“SBC Communications Inc.”** (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC KANSAS and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.130 **“SBC MISSOURI”** - As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI, the applicable SBC-owned ILEC doing business in MISSOURI.
- 1.1.131 **“Section 251(b)(5) Traffic”** is as defined in Attachment 12: Inter-carrier Compensation.
- 1.1.132 **“Section 251(b)(5)/IntraLATA Traffic”** shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll traffic originating from an end user obtaining local dialtone from SBC-MISSOURI where SBC-MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 1.1.133 **“Service Control Point”** (SCP) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.134 **“Service Management System”** (SMS) means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.135 **“Service Provider Number Portability”** (SPNP) is synonymous with Permanent Number Portability “PNP”.
- 1.1.136 **“Service Switching Point”** (SSP) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.137 **“Serving Wire Center”** (SWC) means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.1.138 **“Signaling System 7”** (SS7) means a signaling protocol used by the CCS Network.

- 1.1.139 **“Signal Transfer Point”** (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.140 **“Special Billing Number”** (SBN) means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 1.1.141 **“State Abbreviation”** means the following:
- 1.1.142 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.143 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.144 **“Synchronous Optical Network”** (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.145 **“Telecommunications”** is As Defined in the Act.
- 1.1.146 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.147 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.148 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.149 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.150 **“Third Party”** means any Person other than a Party.
- 1.1.151 **“Toll Billing Exception Service”** (TBE) means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.152 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.153 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route an SS7 message. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, for a particular NPA-NXX.
- 1.1.154 **“Trunk”** means a communication line between two switching systems.
- 1.1.155 **“Trunk-Side”** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.1.156 **“Universal Digital Loop Carrier”** (UDLC) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.1.157 **“Virtual Collocation”** is as defined in Appendix Virtual Collocation.
- 1.1.158 **“Wire Center”** is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

## ATTACHMENT 1: RESALE

All services made available to CLEC by SBC MISSOURI or resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing Schedule, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

### 1.0 GENERAL REQUIREMENTS

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC MISSOURI in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 SBC MISSOURI will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, SBC MISSOURI shall provide Resale Services under the following terms and conditions in this Attachment Resale.

- 1.3 SBC MISSOURI will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in. Except as otherwise expressed herein, SBC MISSOURI also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC MISSOURI and not listed in Pricing Schedule. Conformed pursuant to Missouri Commission Award- Resale issue # 1.
- 1.4 SBC MISSOURI will make available to CLEC resale SBC MISSOURI's Bill Plus service at a discount of five per cent (5%) off of SBC MISSOURI's tariffed rate for each service. Consolidated Billing is available at no charge.
- 1.5 SBC MISSOURI, will make available to CLEC, including but not limited to for resale the following SBC MISSOURI services at SBC MISSOURI's tariffed rate for each service (or in the event a service is not tariffed, at the rate SBC MISSOURI charges its subscribers, except as otherwise provided herein):
- Construction Charges
  - Connections with Terminal Equipment and Communications Systems
  - Maintenance of Service Charges
  - Suspension Services/Restoral Services
  - Telecommunications Service Priority Systems
  - Access Services

- Shared Tenant Service
- Distance Learning

1.6 The following services are not being made available by SBC MISSOURI to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SBC MISSOURI to CLEC on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

Subject to any blocking that may be ordered by CLEC for its customers, to the extent Directory Assistance (DA) services are provided to SBC MISSOURI's customers, SBC MISSOURI shall provide CLEC's customers access to SBC MISSOURI's Directory Assistance services.

Subject to any blocking that may be ordered by CLEC for its customers, SBC MISSOURI will provide access to Operator Services ("OS") to CLEC's customers to the same extent it provides OS to its own customers.

1.9 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.

1.10 Unless otherwise provided in this Agreement, SBC MISSOURI will perform all of its obligations hereunder throughout the entire service area where SBC MISSOURI is the incumbent local exchange carrier. SBC MISSOURI will provide the services covered by this Attachment subject to the availability of facilities in this state.

1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SBC MISSOURI. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.

1.12 Unless stayed, modified or reversed on appeal or reconsideration, SBC MISSOURI will not apply the continuous property tariff for Plexar services, which was previously found reasonable by the Commission. The parties recognize that CLEC's right to aggregate end user traffic when reselling optional calling plans is in dispute before the United States Court of Appeals for the Tenth Circuit, Case No. 00-6030. During the pendency of that case, CLEC may aggregate end user traffic when

reselling optional calling plans. The parties acknowledge, however, that the decision of that court, or a decision in proceedings on remand therefrom, may make modification of this section appropriate. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modification to this section, and, if negotiations fail, disputes between the Parties concerning the appropriate conforming modification shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.

- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC MISSOURI's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 1.14 A CLEC shall make its telecommunications services available for resale to SBC MISSOURI on terms and conditions that are reasonable and nondiscriminatory.

## **2.0 BRANDING**

- 2.1 CLEC is free to brand the Resale services that SBC MISSOURI provides to CLEC under the provisions of this Agreement. SBC MISSOURI will not brand such Resale services provided to CLEC under this Agreement as being SBC MISSOURI's services, although certain SBC MISSOURI's retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
  - 2.1.1 SBC MISSOURI offers certain retail services that utilize electronic branding to designate the services as SBC MISSOURI's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SBC MISSOURI to rebrand such services as CLEC services or to offer them without a brand. SBC MISSOURI will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC MISSOURI for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC MISSOURI as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC MISSOURI agrees to reimburse CLEC for a reasonable portion of its costs. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.
- 2.2 CLEC will provide the exclusive interface to CLEC customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC MISSOURI personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider. Conformed pursuant to Missouri Commission Award- GT&C issue # 23.
- 2.3 Branding provisions concerning SBC MISSOURI's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and



maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement. Conformed pursuant to Missouri Commission Award GT&C issue #23.

2.4

2.4 CLEC will not, without SBC MISSOURI's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC MISSOURI or its affiliates.

### 3.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

3.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.

When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set for in Pricing Schedule. Custom Services conversions (e.g. Plexar Custom) will be handled on a Customer Specific Proposal basis.

Simple and Complex Service Orders are defined as follows:

Simple (Manual) Conversion - change in local service provider where services involved are simple, Plain Old Telephone Service (POTS); those services that do not require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality. e.g., normal single line residence or business flat rate or measured local exchange access line. CLEC passes (FAX/phone) manual local service request to LECC and ILEC service representative input request in service order system for provisioning.

Electronic Conversion - change in local service provider where services involved are simple; CLEC passes electronic local service request to ILEC through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel; also where a complex service is passed through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel.

Complex (Manual) Conversion - change in local service provider involving services that are not characterized as POTS; those services that may require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; also, new services that use a different platform than current technology (e.g., SS7 based AIN services).

3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SBC MISSOURI or another LSP to CLEC, SBC MISSOURI will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charges.

3.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on SBC MISSOURI's network, without

regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

- 3.4 Upon an end user's subscription to CLEC local Resale service, CLEC may choose to replace LIDB data with its own information or retain the information from the previous provider. CLEC resold service will retain all LIDB functionality equal to that of SBC retail service.

Section 3 is conformed pursuant to Missouri Commission Award – Resale issue #2

#### **4.0 PRICING**

- 4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Pricing Schedule.  
Conformed pursuant to Missouri Commission Award- Resale issue # 1.
- 4.2 Resale services offered by SBC MISSOURI through promotions will be available to CLEC on terms and conditions no less favorable than those SBC MISSOURI makes available to its customers, provided that for promotions of 90 days or less, SBC MISSOURI will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC MISSOURI will make the services available at the avoided cost discount from the promotional rate.

#### **5.0 NO RESTRICTIONS ON RESALE**

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the MISSOURI commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers SBC MISSOURI's Resale services that are restricted by SBC MISSOURI's tariffs to use by residential subscribers. SBC MISSOURI is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.  
Conformed pursuant to Missouri Commission Award- GT&C issue #23.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

## **6.0 DIALING PARITY**

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC MISSOURI under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated SBC MISSOURI customer; and (iii) the CLEC Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC MISSOURI will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality. Conformed pursuant to Missouri Commission Award- GT&C issue #23.

## **7.0 MAINTENANCE**

Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

## **8.0 CHANGES IN RETAIL SERVICE**

- 8.1 SBC MISSOURI will notify CLEC, via Accessible Letter, at the time the tariff is filed with the MISSOURI Corporation Commission for price deregulated days prior to the time a tariff is filed with the MISSOURI Corporation Commission for all other regulated services, of any changes in the prices, terms and conditions under which SBC MISSOURI offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, or the discontinuance of current features or services. Resolved issue DPL #3

## **9.0 BILLING FOR LOCAL SERVICE**

- 9.1 SBC MISSOURI will bill CLEC for Resale services provided by SBC MISSOURI to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 9.2 SBC MISSOURI will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

## **10.0 OPERATIONAL REQUIREMENTS**

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" for CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by SBC MISSOURI, see Attachment 27 Operation Support Systems (OSS) and, for manual ordering, in accordance with the terms and conditions contained in Attachment 2: Manual Ordering and Provisioning-Resale.
- 10.2 SBC MISSOURI will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

## **11.0 RESPONSIBILITY FOR ABS CALLS**

- 11.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to customers. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. CLEC is not responsible for charges the customer generates by accepting calls from facilities such as prisons, correctional facilities, etc as long as CLEC has appropriately ordered TBE (Toll Billing Exception) Blocking on the End User's line. Such calls (leakage) that are delivered to an End User line, which has had TBE Blocking appropriately ordered, shall not be the responsibility of the CLEC and shall be adjusted off the CLEC's bill.

## APPENDIX SERVICES/PRICING

**1.0** This Appendix Services/Pricing describes several services which SBC MISSOURI will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC MISSOURI which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

### **2.0 PLEXAR® FAMILIES OF SERVICES REQUIREMENTS**

- 2.1 CLEC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from SBC MISSOURI. The PLEXAR families of services provided for resale will meet the following requirements:
  - 2.1.1 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale.
  - 2.1.2 To the extent that CLEC claims that a particular use limitation, term, or condition in SBC MISSOURI' Plexar Tariff which has been approved by the State Commission is inconsistent with the Act or other applicable law, CLEC will nonetheless enforce said use limitation, term or condition until it is determined by the appropriate authority to be unlawful
- 2.2 CLEC may aggregate the PLEXAR families of services, local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 2.3 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.
- 2.4 CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.5 CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SBC MISSOURI provides local exchange service as the incumbent LEC.
- 2.6 CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, PLEXAR Custom, or PLEXAR Express) for resale.
- 2.7 SBC MISSOURI will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. SBC MISSOURI provision of PLEXAR Custom will be as specified in this paragraph. SBC MISSOURI will offer CLEC the same price SBC MISSOURI provides to its Customers less costs that will be avoided. In addition, SBC MISSOURI will provide CLEC with the same technical and system design support that SBC MISSOURI makes available to SBC MISSOURI' PLEXAR® Custom sales teams and agents. Such support will be provided by SBC MISSOURI to CLEC with the same quality and timelines that SBC MISSOURI provides to SBC MISSOURI' PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by SBC MISSOURI at a reasonable price, mutually acceptable to SBC MISSOURI and CLEC.

### **3.0 CLASS AND CUSTOM FEATURES REQUIREMENTS**

- 3.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. SBC MISSOURI will provide to CLEC a list of all services and features. As requested by CLEC, SBC MISSOURI will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SBC MISSOURI differs from the tariff, the tariff prevails. SBC MISSOURI will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

### **4.0 VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS**

- 4.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC MISSOURI customers choose to obtain Resale service from CLEC, SBC MISSOURI will confirm such customers' eligibility to participate in such SBC MISSOURI programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC MISSOURI' Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

### **5.0 E911/911 SERVICES**

- 5.1 Where available SBC MISSOURI will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by SBC MISSOURI, CLEC will provide SBC MISSOURI with accurate and complete information regarding its customers in a format and time frame prescribed by SBC MISSOURI for purposes of 911 administration. SBC MISSOURI will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SBC MISSOURI will make CLEC Customer information available to the appropriate PSAP. SBC MISSOURI shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

### **6.0 SERVICES TO DISABLED CUSTOMERS**

- 6.1 SBC MISSOURI agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When an SBC MISSOURI customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SBC MISSOURI will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC MISSOURI' disabled services are eligible to receive same.

## **7.0 TELEPHONE RELAY SERVICE**

- 7.1 Where SBC MISSOURI provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), SBC MISSOURI will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SBC MISSOURI maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC MISSOURI will make such data available to CLEC as it pertains to CLEC Resale service customers.

## **8.0 LIFELINE SERVICES**

- 8.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC MISSOURI agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.
- 8.2 When a SBC MISSOURI Lifeline Services customer chooses to obtain Resale service from CLEC, SBC MISSOURI will confirm such SBC MISSOURI customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC MISSOURI' Lifeline Services are eligible to receive same.
- 8.3 SBC MISSOURI will provide the Lifeline Service to CLEC at the MISSOURI Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Pricing Schedule. SBC MISSOURI is the entity eligible to apply to and receive support from the MISSOURI Universal Service Fund and the Federal Universal Service Fund for Lifeline Service. Conformed pursuant to Missouri Commission Award- Resale issue # 1.

## **9.0 ADVANCED INTELLIGENT NETWORK**

- 9.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SBC MISSOURI offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by SBC MISSOURI and offered for resale by CLEC will be provided by SBC MISSOURI at parity with the same services SBC MISSOURI offers to its own customers.
- 9.3 CLEC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

## **10.0 PAY PHONE SERVICES**

SBC MISSOURI will provide Payphone Exchange Access Service, including SmartCoin Service, to CLEC at a wholesale discount, for resale, pursuant to SBC MISSOURI' applicable tariffs.

## **11.0 CALL TRACE**

- 11.1 CLEC end user's activation of Call Trace shall be handled by the SBC MISSOURI Call Trace Center (CTC). SBC MISSOURI shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 11.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify SBC MISSOURI against any claims that insufficient information led to inadequate prosecution.

## **12.0 SUSPENSION SERVICES**

- 12.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, a Service Connection charge for restoral of service will apply and CLEC will be billed for the appropriate service from the time of suspension.

## **13.0 PAYMENTS OF RATES & CHARGES FROM A THIRD PARTY**

- 13.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SBC MISSOURI for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SBC MISSOURI.

## **14.0 SERVICES AVAILABLE FOR RESALE AND ASSOCIATED PRICES**

- 14.1 SBC MISSOURI's Retail Telecommunications Services available for Resale at a 21.6% discount are listed on Pricing Schedule. Conformed pursuant to Missouri Commission Award- Resale issue # 1. Resolved issue DPL # 4



## **APPENDIX CUSTOMIZED ROUTING-RESALE**

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

### **1.0 CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES**

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC MISSOURI will provide the functionality and features required to route all calls from CLEC Customers for Directory Assistance and Operator Services to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 SBC MISSOURI will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SBC MISSOURI agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SBC MISSOURI delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.3 SBC MISSOURI is free to choose the methodology deployed in SBC MISSOURI's network to perform customized routing of Directory Assistance and Operator Services.
- 1.4 SBC MISSOURI will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.5 SBC MISSOURI will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.6 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC MISSOURI's operator and request the assistance of a supervisor as is done by SBC MISSOURI's operators.
- 1.7 SBC MISSOURI will provide the functionality and features within its LS providing the resold local service to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SBC MISSOURI will provide post-dial delay at least equal to that provided by SBC MISSOURI for its end user customers.
- 1.8 SBC MISSOURI will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.9 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SBC MISSOURI customers dial for reaching equivalent SBC MISSOURI services.

### **2.0 OPERATOR SERVICES BUSY LINE VERIFICATION/EMERGENCY INTERRUPT**