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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-8STATE means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.7 SBC-AMERITECH –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC-AMERITECH.

2. SERVICE PROVIDED

- 2.1 SBC-8STATE publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to

include alphabetical listings information for its End Users in the appropriate SBC-8STATE White Pages directories.

- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 Subject to SBC-8STATE's practices, as well as the rules and regulations applicable to the provision of WP directories, SBC-8STATE will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC-8STATE practices are subject to change from time to time.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to SBC-8STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-8STATE may require to prepare and print the alphabetical listings of said directory.
- 2.5 CLEC may provide CLEC's subscriber listing information to SBC-8STATE for inclusion in the WP directory via either a mechanical or manual feed of the listing information to SBC-8STATE's directory listing database.
- 2.6 CLEC may choose to have its End User listings alphabetically interfiled (interspersed) SBC-8STATE subscriber listings or published in a separate section of the WP directory. SBC-8STATE, at its option, may impose an additional charge associated with separating CLEC End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, SBC-8STATE shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to SBC-8STATE any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of SBC-8STATE White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's subscribers during the annual delivery of newly published directories. SBC-8STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to SBC-8STATE written specifications of the total number of directories that it will require, at least sixty (60) days prior to the

directory close. In that event, SBC-8STATE will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

- 2.8 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.9 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

3. **USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's appropriate printed WP directory and SBC-13STATE's directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's current and future directory assistance and directory assistance related products and services.
- 3.2 At CLEC's written request, SBC-8STATE shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If CLEC provides its subscriber listing information to SBC-8STATE's listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in SBC-8STATE's WP directory, a listing in SBC-8STATE's directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. SBC-8STATE has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.5 above. While SBC-8STATE has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, SBC-8STATE will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SBC-8STATE will provide the directories in bulk to CLEC and will assess a per book charge.
- 4.3 Where a CLEC End User requires additional listings to appear in the WP directory, SBC-8STATE will assess CLEC a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE's tariff rate applies when CLEC wishes to list an End User in SBC-8STATE's directory assistance database but does not wish to have its End-User listed in SBC-8STATE's WP directory. In addition, for those CLEC End Users served by CLEC via a SBC-8STATE unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in SBC-8STATE's WP directory at SBC-8STATE's tariff rate for those nonpublished, nonlisted services.
- 4.4 For inclusion of the CLEC "Informational Page" in the WP directory, SBC-8STATE shall charge the CLEC an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall

SBC-8STATE authorize any other company or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC-8STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-8STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 CLEC shall indemnify, protect, save harmless and defend SBC-8STATE (or SBC-8STATE'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 any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-8STATE, and/or against SBC-8STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, SBC-8STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-8STATE for reasonable attorney's fees and other expenses incurred by SBC-8STATE in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the

breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-8STATE's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix shall continue in force for one (1) year until terminated by sixty-(60) calendar days prior written notice by either Party to the other. Upon termination, SBC-8STATE shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.
- 8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX WP**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order

¹ Subject to Availability

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, SBC 12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.4 As used herein, PACIFIC means an ILEC doing business in California.
- 1.5 As used herein, NEVADA means a ILEC doing business in Nevada.
- 1.6 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas
- 1.8 The prices at which SBC-12STATE agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System"** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.

- 2.2 **"Charges"**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **"Compensation"** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **"IntraLATA"** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **"InterLATA"** - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 **"Local Exchange Carrier (LEC)"** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **"Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **"Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.

- 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
 - 3.2.5 The billing, collection and remitting of local messages as described in section 3.2 are technically infeasible in SNET at this time.
 - 3.2.6 In PACIFIC/NEVADA, the billing, collection, and remitting of local messages as described in section 3.2 is done via the Message Exchange Agreement
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable (SBC 12-STATE) only when SBC 12-STATE company is the CMDS Host Company
- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to SBC-12STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including SBC-12STATE), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than SBC-12STATE, SBC-12STATE will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for SBC-12STATE benefit, shall be remitted by CLEC to SBC-12STATE within thirty (30) calendar days of the date of SBC-12STATE bill to CLEC for such services.

- 4.4 SBC-12STATE agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including SBC -12STATE) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by SBC-12STATE or another LEC for CLEC's benefit, shall be remitted by SBC-12STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to SBC-12STATE for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, SBC-12STATE may net amounts due to CLEC under this Appendix against amounts owed to SBC-12STATE when SBC-12STATE renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. **COMPENSATION**

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 6.1 SBC-12STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. SBC-12STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 As used herein, SBC-12STATE means the above listed LEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-SWBT means the above listed LEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, SBC-AMERITECH means the LEC doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.5 As used herein, PACIFIC means the LEC doing business in California.
- 1.6 As used herein, NEVADA means the LEC doing business in Nevada.
- 1.7 As used herein, SNET means the LEC doing business in Connecticut.
- 1.8 In SBC-AMERITECH, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and SBC-AMERITECH is facilitated via the existing LEC Settlement process in each state.
- 1.9 In PACIFIC/NEVADA, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and PACIFIC/NEVADA is facilitated via the Message Exchange Appendix.
- 1.10 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and SNET, is **technically infeasible** in SNET.
- 1.11 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone

Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 SBC-SWBT operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including SBC-SWBT and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to SBC-SWBT for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC-SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide SBC-SWBT with billing records for CH processing that are in an industry standard format acceptable to SBC-SWBT and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SBC-SWBT's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to SBC-SWBT for CH processing, if needed.

- 4.3 SBC-SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC-SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to SBC-SWBT all CH Records required by SBC-SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC-SWBT will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, SBC-SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.
5. **PROCESSING CHARGE**
- 5.1 CLEC agrees to pay SBC-SWBT a processing charge in consideration of SBC-SWBT's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.
6. **BILLING CHARGE**
- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including SBC-SWBT, when SBC-SWBT bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.
7. **SETTLEMENT REPORT**
- 7.1 SBC-SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.
8. **RETROACTIVE AND LOST MESSAGES**
- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best

available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, SBC-SWBT assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC-SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC-SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold SBC-SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC-SWBT's performance of CH processing pursuant to this Attachment.
- 9.3 SBC-SWBT will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC-SWBT. Any losses or damage for which SBC-SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC-SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 SBC-SWBT makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SBC-SWBT assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.
 - 1.3.1 CLECs interested in CMDS Hosting by SNET may contact:
Lynne Sachs, Account Manager
SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
205-634-6370
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

- 1.6 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 As used herein, SBC-IL means the applicable above listed ILEC(s) doing business in Illinois.
- 1.9 As used herein, SBC-MI means the applicable above listed ILEC(s) doing business in Michigan.
- 1.10 As used herein, PACIFIC means the applicable above listed ILEC(s) doing business in California.
- 1.11 As used herein, NEVADA means the applicable above listed ILEC(s) doing business in Nevada.
- 1.12 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-7STATE and SBC-AMERITECH agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2 **"Centralized Message Distribution System" (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.

- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell Telephone Company (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **“In Region Hosting” (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

- 2.7 **"Intercompany Settlements" (ICS)** - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **"Local Exchange Carriers (LECs) or "Exchange Carriers (ECs) "** - facilities-based providers of local telecommunication services.
- 2.9 **"Message Distribution (Transmission)"** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **"Non-Intercompany Settlement (NICS)"** (SBC-AMERITECH only) is a revenue exchange process for messages which originate from CLEC and bill to SBC-AMERITECH and message which originate from SBC-AMERITECH and bill to CLEC. NICS message must originate and bill within the same SBC-AMERITECH Company.
- 2.11 **"Non-Full Status Revenue Accounting Office (RAO)"** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System SBC-7STATE. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (SBC-7STATE) - When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 (SBC-7STATE only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (SBC-AMERITECH) Monthly Billing

- 4.1.1 Each month, SBC-AMERITECH shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
 - 4.1.1.2 ICS settlement processing fee
 - 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
 - 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C)
- 4.1.3 SBC-AMERITECH shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 SBC-AMERITECH shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC – CLEC must provide Ameritech a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned

by Telcordia Technologies (previously Bellcore) SBC-AMERITECH advise Telcordia Technologies to convert the RAO code with SBC-AMERITECH advise Telcordia Technologies to convert to a hosted status.

- 4.1.6 ILEC - For out-of-SBC-AMERITECH region properties, CLEC must provide to SBC-AMERITECH a Full-Status Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore) for each geographical area in which the Customer operates. For properties within the SBC-AMERITECH region, CLEC must negotiate an acceptable RAO code with SBC-AMERITECH.
- 4.1.7 CLEC subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO may continue this service using SBC-AMERITECH RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.8 CLEC - If access records are received from the CMDS system, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.9 ILEC - If access records are received from out of the SBC-AMERITECH region, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records. Should CLEC desire collection and distribution of in SBC-AMERITECH region records, such services shall be covered by the Meet Point Billing Agreement.
- 4.1.10 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC-AMERITECH and CLEC shall send/receive data in EMI format. SBC-AMERITECH and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.11 CLEC may return to SBC-AMERITECH any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC-AMERITECH and the charges therefore deducted for reimbursement amount owing to SBC-AMERITECH. CLEC shall be responsible for packing such

unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.12 (ILEC only) CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 (SBC-AMERITECH) – (CLEC only) INTERCOMPANY SETTLEMENT (ICS)

4.2.1 SBC-AMERITECH will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

4.2.2 (ILEC only) SBC-AMERITECH shall not provide ICS settlement. CLEC is responsible for continuing settlement processes with the other LECs, including SBC-AMERITECH, in those territories in which the CLEC provides service.

4.3 (SBC-AMERITECH) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC-AMERITECH and billed by the CLEC, or messages originated by the CLEC and billed by SBC-AMERITECH within the same SBC-AMERITECH Ameritech State. For example, an alternately billed call originating within AM-IL territory and billed to a CLEC within AM-IL would be covered by this section; a call originating within AM-MI but billing outside of AM-MI would not be NICS.

- 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3.4 CLECs subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO, may continue this service using SBC-AMERITECH's RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.
- 4.3.5 (ILEC only) SBC-AMERITECH shall not provide ICS settlement. CLECs are responsible for continuing settlement processes with the other LECs, including SBC-AMERITECH, in those territories in which the CLEC provides service
- 4.3.6 (ILEC only) SBC-AMERITECH shall not provide NICS settlement. CLEC is responsible for continuing settlement processes with the other LECs, including SBC-AMERITECH, in those territories in which the CLEC provides service.
- 4.3.7 For calls originating and billing within a non- SBC-AMERITECH, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 In SBC-SWBT, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Exhibit A.
 - 5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).
 - 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local

Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.

- 5.2 (SBC-AMERITECH only)- CLEC shall pay a one-time set-up charge, half (1/2) due at contract signing and half (1/2) due with first billing and for services as set forth in Exhibit A, Price Schedule.
- 5.3 (SBC-AMERITECH only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Hosting Price Schedule
SBC-AMERITECH

1. Start-Up Fee:

One year term	\$28,000
Two year term	\$20,000
Three year term	\$16,000

One time fee for enabling the **SBC-AMERITECH** billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. Basic Price Components – CLEC/ILEC in Region:

A. Message distribution Fees:	
1) Monthly transmission fee	\$250
B. ICS Settlement (CLEC only)	
1) Monthly settlement processing fee	\$200

1. Basic Price Components - ILEC:

A. Message distribution Fees:	
1) CLEC will pay <u>SBC-AMERITECH</u> according a negotiated price schedule based on message volumes and/or a minimum payment per month.	

<u>i.e.: Number of Messages per Month</u>	<u>Rate per Message</u>
0 – xxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
over xxxx	.xx

Consulting	\$150/hour
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Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit A
Hosting Price Schedule
SBC-SWBT

Per record charge for billable message records and/or access usage records that are received from the CLEC and destined to another location for billing.

Per Record Charge

Full Status RAO Company	
Hosting Company Network	\$.0020
National CMDS Network	\$.0050
Non-Full Status RAO Company	
Hosting Company Network	\$.0070
National CMDS Network	\$.0100

Per record charge for billable message records and/or access usage records in situations where the Hosting Company, performing a transfer service, provides this message data received from other LECs or from CMDS on magnetic tape or data file for delivery to the CLEC.

Per Record Charge	\$.0030
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Exhibit B
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.
5. System Embargo:
 - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization

has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, SNET means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **"Data Owner"** means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

- 2.3 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.6 **“Validation Information”** means a Data Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-12STATE retail accounts, CLEC’s accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.

- 4.3 **Electronic Interfaces** - Where available, **SBC-12STATE** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 **Service Order Entry Interface**

4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to **SBC-12STATE**'s LIDB administrative systems that is equivalent to **SBC-12STATE**'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. **SBC-SWBT** also provides the Service Order Entry Interface to requesting CLECs that use **SBC-SWBT**'s UNE local switch ports. **PACIFIC**, **SBC-AMERITECH**, and **SNET** will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-12STATE** with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SBC-12STATE**'s Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base Administration and Storage.

4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.

- 4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for administration.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to PACIFIC's and SBC-SWBT's LIDB administrative systems that is equivalent to PACIFIC's and SBC-SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks PACIFIC's and/or SBC-SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SBC-SWBT's own Line Records. SBC-AMERITECH and SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not assigned to PACIFIC and/or SBC-SWBT for administration.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides

under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those SBC-12STATE ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-12STATE ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to SBC-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC-SWBT will use these tapes to update or create CLEC's records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. SBC-SWBT will also provide CLEC with the name and address of SBC-SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 SBC-SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Data Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.

4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

- 4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

- 4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.
- 4.6.1.2 SBC-12STATE will run the LIDB audit on a daily basis.
- 4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

- 4.6.2.1 This audit verifies that a Data Owner's Line Records in the LIDB administrative system match the source of the Data Owner's Line Records.

- 4.6.2.2 The source of Data Owners' Line Records that SBC-12STATE administers through a service order process will be the SBC-12STATE's billing system that maintains the LIDB data for such Data Owners.
- 4.6.2.3 SBC-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). SBC-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.
- 4.6.2.4 CLEC will use the file SBC-12STATE provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.
- 4.6.2.5 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-12STATE to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SBC-12STATE's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records that SBC-12STATE administers through the LSR Process.

- 4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that SBC-12STATE can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SBC-12STATE will populate such data element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information in LIDB. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.
- 4.7.5 The following applies only to SBC-SWBT.
- 4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either "as is" or "with changes".
- 4.7.5.2 CLEC will identify through a registration form that SBC-SWBT will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.
- 4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SBC-SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.
- 4.7.5.4 Conversion Activity. CLEC will identify whether SBC-SWBT will convert LIDB Line Records from a previous local service provider (including SBC-SWBT) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SBC-SWBT).
- 4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 SBC-12STATE's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-12STATE will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. **MANNER OF PROVISIONING**

5.1 SBC-12STATE will provide to CLEC, on request, SBC-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-12STATE provides for LIDB data administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.

- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Data Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in SBC-12STATE's LIDB in such a manner that SBC-12STATE's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using a SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an

end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.

- 5.15 CLEC will also delete Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-12STATE LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary to ensure the successful operation and administration of SBC-12STATE's SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces
- 5.21 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows

an entity to access SBC-12STATE's LIDB, such query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB.

5.22 The following applies only to SBC-SWBT

5.22.1 SBC-SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SBC-SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.22.3 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

- 6.1 If SBC-12STATE provides CLEC with compensation for data access as set forth in Section 6.3, SBC-12STATE will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in SBC-12STATE's LIDB.
- 6.2 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.
- 6.2.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.
- 6.4 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

7. COMPENSATION OPTION

- 7.1 CLEC may elect to receive compensation from SBC-12STATE for access to CLEC's data in SBC-12STATE's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-12STATE offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-12STATE will not provide compensation to CLEC for access of CLEC's data in SBC-12STATE's LIDB other than via this Compensation Option.
- 7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to CLECs

data, **PACIFIC** and CLEC and/or **SBC-SWBT** and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 **SNET**

7.2.1.1	Validation Query	\$.038 per Query
7.2.1.2	CNAM Query	\$.016 per Query

7.2.2 **SBC-SWBT**

7.2.2.1	Validation Query	\$.026 per Query
7.2.2.2	CNAM Query	\$.0036 per Query
7.2.2.3	OLNS Query	\$.0055 per Query
7.2.2.4	Query Transport	\$.0044 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.1	Validation Query	\$.017228 per Query
7.2.3.2	CNAM Query	\$.012 per Query
7.2.3.3	Query Transport	\$.00012 per Query

7.2.4 **PACIFIC**

7.2.4.1	Validation Query	\$.021 per Query
7.2.4.2	CNAM Query	\$.008 per Query
7.2.4.3	OLNS Query	\$.012 per Query
7.2.4.4	Query Transport	\$.00027 per Query

- 7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-12STATE** will credit CLEC for each query against CLEC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 SNET

7.3.1.1 28% paid to CLEC

7.3.1.2 72% retained by SNET

7.3.1.3 SNET will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 SBC-SWBT

7.3.2.1 Validation \$.01216 per Query

7.3.2.2 CNAM \$.0032 per Query

7.3.2.3 OLNS \$.00396 per Query

7.3.3 SBC-AMERITECH

7.3.3.1 Validation \$.0025 per Query

7.3.3.2 CNAM \$.005 per Query

7.3.3.3 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, SBC-AMERITECH will credit customer \$.006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, SBC-AMERITECH will credit customer \$.007 per Query.

7.3.4 PACIFIC

7.3.4.1 Validation \$.008508 per Query

7.3.4.2 CNAM \$.0032 per Query

7.3.4.3 OLNS \$.004908 per Query

- 7.4 PACIFIC and SBC-SWBT will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

- 8.1 SBC-AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

- 10.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-

12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.

- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 SBC-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability;

indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, SNET means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 “**Database (or Data Base)**” means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 “**Data Owner**” means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

- 2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **"Query"** means a message that represents a request to a Database for information.
- 2.5 **"Query Rate"** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.7 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
 - 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
 - 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
 - 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)
 - 3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's LIDB for CNAM Query except SBC-AMERITECH will provide access to LIDB for CNAM Query after April 5, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its LIDB.

- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 CLEC understands that access to SBC-12STATE's LIDB may not provide CLEC with access to all of the data of all Data Owners in SBC-12STATE's LIDB. When a region in SBC-12STATE implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Data Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Data Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between CLEC and said Data Owner.
- 3.8 Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.9 SBC-12STATE provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC

agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by data owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above,

PACIFIC will bill CLEC based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.

4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that PACIFIC will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to PACIFIC's network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from PACIFIC as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in SBC-12STATE's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Appendix. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

5.3 Proprietary information residing in SBC-12STATE's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

- 5.3.3 Billed Number Screening (BNS) indicators
- 5.3.4 Class of Service (also referred to as Service or Equipment)
- 5.3.5 Reports on LIDB usage
- 5.3.6 Information related to billing for LIDB usage
- 5.3.7 LIDB usage statistics
- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.

7.2 The remedies as set forth above in this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.

7.4 SBC-12STATE is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of

business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-12STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-12STATE's willful misconduct or gross negligence.

- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-12STATE's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-12STATE, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-12STATE harmless from and defend and indemnify SBC-12STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-AMERITECH is an ILEC doing business in Indiana, Illinois, Michigan, Ohio and Wisconsin.
- 1.4 The prices at which SBC-AMERITECH agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along SBC-AMERITECH's distribution network that are owned or controlled by SBC-AMERITECH (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of SBC-AMERITECH in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) SBC-AMERITECH's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

2.1.2 The availability of SBC-AMERITECH Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 15, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which SBC-AMERITECH owns and controls Structure or interests therein.

2.2 SBC-AMERITECH will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, SBC-AMERITECH will, in good faith explore potential accommodations with CLEC. If SBC-AMERITECH denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC-AMERITECH will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the SBC-AMERITECH Structure it uses. CLEC shall indemnify SBC-AMERITECH against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

- 2.4.1 Where necessary to accommodate a request for access of CLEC, and provided SBC-AMERITECH has not denied access as described in Section 2, or because SBC-AMERITECH will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, SBC-AMERITECH may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through SBC-AMERITECH-approved contractors in circumstances where SBC-AMERITECH is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")
- 2.5 Before commencing the work necessary to provide such additional capacity, SBC-AMERITECH will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, SBC-AMERITECH shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including SBC-AMERITECH, that desire to modify their Attachments.
- 2.6 If CLEC request access to an SBC-AMERITECH Right-of-way where SBC-AMERITECH has no existing Structure, SBC-AMERITECH shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC-AMERITECH desires to extend its own Attachments, SBC-AMERITECH will construct Structure to accommodate CLEC's Attachments.
- 2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of SBC-AMERITECH, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the

modification, it adds to or modifies its Attachment. If a party, including SBC-AMERITECH, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including SBC-AMERITECH, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

- 2.8 All modifications to SBC-AMERITECH's Structure will be owned by SBC-AMERITECH. CLEC and other parties, including SBC-AMERITECH, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by SBC-AMERITECH or by other attaching parties. Work performed by CLEC on, in or about SBC-AMERITECH's Structures shall be performed by properly trained, competent workmen skilled in the trade. SBC-AMERITECH will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by SBC-AMERITECH for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

- 3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code,

Telcordia Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. IMPLEMENTATION TEAM

- 4.1 The Implementation Team shall develop cooperative procedures for implementing the terms of this Appendix and to set out such procedures in the Implementation Plan.

5. ACCESS REQUESTS

- 5.1 Any request by CLEC for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Center. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

6. UNUSED SPACE

- 6.1 Except for maintenance ducts as provided in Section 7 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by SBC-AMERITECH shall be available for the Attachments of CLEC, SBC-AMERITECH or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on SBC-AMERITECH Structure for its future needs. SBC-AMERITECH shall not reserve space on SBC-AMERITECH Structure for the future need of SBC-AMERITECH nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide SBC-AMERITECH with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7. MAINTENANCE DUCTS

- 7.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

8. APPLICABILITY

- 8.1 The provisions of this Appendix shall apply to all SBC-AMERITECH Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

- 9.1 CLEC's use of SBC-AMERITECH Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC-AMERITECH may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

- 9.2.1 If SBC-AMERITECH is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by SBC-AMERITECH or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment within the foregoing period, CLEC authorizes SBC-AMERITECH to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

- 10.1 SBC-AMERITECH will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure within the time frame agreed upon by the Implementation Team; provided that SBC-AMERITECH may redact any Proprietary Information (of SBC-AMERITECH or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. SBC-AMERITECH does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

- 11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate:
- 11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
 - 11.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date SBC-AMERITECH has notified CLEC that such Structure is available for CLEC's Attachments,
 - 11.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days,
 - 11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC-AMERITECH or
- 11.2 If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, SBC-AMERITECH shall:
- 11.2.1 Provide CLEC notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact and
- 11.3 SBC-AMERITECH will provide CLEC with at least sixty (60) days written notice prior to:
- 11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,
 - 11.3.2 Any increase in the rates for Attachments to SBC-AMERITECH's Structure permitted by the terms of this Appendix, or
 - 11.3.3 Any modification to SBC-AMERITECH's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

- 11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, SBC-AMERITECH shall remove CLEC's Attachments at CLEC's expense.
- 11.5 If SBC-AMERITECH discovers that CLEC has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to SBC-AMERITECH within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.
- 11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 11.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at CLEC's expense.

12. INSPECTIONS

- 12.1 SBC-AMERITECH may make periodic inspections of any part of the Attachments of CLEC located on SBC-AMERITECH Structure. CLEC shall reimburse SBC-AMERITECH for the costs (as defined in Section 252 (d) of the Act) of such inspections. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to CLEC of such inspections.

13. DAMAGE TO ATTACHMENTS

- 13.1 Both CLEC and SBC-AMERITECH will exercise precautions to avoid damaging the Attachments of the other or to any SBC-AMERITECH Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

14. CHARGES

- 14.1 SBC-AMERITECH's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. SBC-AMERITECH reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, SBC-AMERITECH reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work.

15. NONDISCRIMINATION

- 15.1 Except as otherwise permitted by Applicable Law, access to SBC-AMERITECH-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which SBC-AMERITECH provides its Structure to itself, its Affiliates, Customers, or any other person.

16. INTERCONNECTION

- 16.1 Upon request by CLEC, SBC-AMERITECH will permit the interconnection of ducts or conduits owned by CLEC in SBC-AMERITECH manholes. However, such interconnection in SBC-AMERITECH manholes will not be permitted where modification of SBC-AMERITECH's Structure to accommodate CLEC's request for interconnection is possible.
- 16.2 Except where required herein, requests by CLEC for interconnection of CLEC for interconnection of CLEC's Attachments in or on SBC-AMERITECH Structure with the Attachments of other attaching parties in or on SBC-AMERITECH Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. SBC-AMERITECH will provide a written response to CLEC's request within forty-five (45) days of SBC-AMERITECH's receipt of such request.

- 16.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.

17. COST IMPUTATION

- 17.1 SBC-AMERITECH will impute costs consistent with the rules under Section 224 (g) of the Act.

18. STRUCTURE ACCESS CENTER

- 18.1 Request for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Center, which shall be CLEC's single point of contact for all matters relating to CLEC's access to SBC-AMERITECH's Structure. The Structure Access Center shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure.

19. STATE REGULATION

- 19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which SBC-AMERITECH owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

- 20.1 SBC-AMERITECH shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, SBC-AMERITECH shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

21. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the

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

APPENDIX WIRELESS

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APPENDIX WIRELESS

1. INTRODUCTION

- 1.1 This Appendix **only applies in the states of Oklahoma, Kansas, Arkansas, and Texas** and sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic from a Commercial Mobile Radio Service (CMRS) provider under the auspices of a tariff specific to wireless service, that is originated on a CMRS provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs. Notwithstanding the foregoing, this Appendix applies only where mobile to land traffic is being delivered, the CMRS provider exchanges traffic with the Primary Company pursuant to the Primary Company's tariff specific to wireless services, and the CMRS provider does not have an agreement for the exchange of traffic with the Secondary Company.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Kansas, Arkansas, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **"Wireless Interconnection Service"** - The interchange of traffic originated from a CMRS Provider's MSC through **SBC-SWBT**'s or the CLEC's point of switching for termination on the relevant Party's wireline switching network.
- 2.2 **"Local Calling Area or Local Calling Scope"** - That area in which the message telephone exchange service between two (2) or more End Offices, without a toll charge, is provided.
- 2.3 **"Minutes of Use" (MOU)** - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

- 2.4 **"Mobile Switching Center" (MSC)** - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MSC directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.
- 2.5 **"Primary Company"** - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 2.6 **"Revenues"** - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- 2.7 **"Secondary Company"** - The Party that receives Terminating Traffic from the Primary Company.
- 2.8 **"Tandem Office"** - A Party's switching system that provides an intermediate switching point for traffic between End Offices or the network.
- 2.9 **"Terminating Traffic"** - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

3. ADMINISTRATION OF REVENUE DISTRIBUTION

- 3.1 The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- 3.2 Distribution of revenues will be computed using the rate elements as defined in SBC-SWBT's applicable Wireless Interconnection Tariff.
- 3.3 For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- 3.4 Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the

Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's End Offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company End Office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable End Office percentage ownership of facilities listed in Exhibit A to this Appendix.

- 3.5 The Primary Company will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.
- 3.6 The revenue and usage statement will contain the following information:
 - 3.6.1 The number of MOU for each of the Secondary Company's End Offices, the corresponding rate elements to be applied to the MOUs for each End Office, and the resulting revenues;
 - 3.6.2 The total of the MOU and revenues for the Secondary Company;
 - 3.6.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
 - 3.6.4 Adjustments for uncollectibles.
- 3.7 The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within sixty (60) calendar days from the date this Appendix is effective.

4. TERMINATION PROVISIONS

- 4.1 This Appendix shall remain in effect until terminated by either Party upon a minimum of thirty (30) calendar days written notice by such Party to the designated representative of the other.
- 4.2 This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

5. MISCELLANEOUS PROVISIONS

- 5.1 Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- 5.2 Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities
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EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NOX(s) Included
E9-1-1 Coordinator	CLEC Telco ID:		CLLI Code	
			"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	
			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & SBC-SNET E9-1-1 SYSTEM
CONFIGURATION ASSOCIATED WITH
DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code	EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ⁽²⁾
E9-1-1 Features Required:			
# of 9-1-1 Trunks from CLEC:			
MSAG Update Interval:	Monthly		

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.

(2) n/a

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.

(4) Refer to network interface specifications in Exhibit III.

TYPE of AGENCY LEGEND:	
HRC	= Home Rule City
ECD	= Emergency Communications District
COG	= Council of Governments or Regional Planning Commission
GLC	= General Law City
Cnty	= County with special provisions (only applies to Dallas County)

Date Prepared

Agreement No. _____

**MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (ARKANSAS)**

This Agreement dated _____, 2000, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.2 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): Vectris Telecom, Inc.

Applicant maintains offices in this State at the following address: 5000 Plaza on the Lake, Suite 305, Austin, Texas 78746.

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not

limited to 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

- [] This Agreement has been entered into as a standalone Agreement.
- [X] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I:	Schedule of Rates, Fees, and Charges
APPENDIX II:	Identification of Applicant
APPENDIX III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant
APPENDIX IV:	Insurance Requirements
APPENDIX V:	Nondisclosure Agreement
APPENDIX VI:	Notices to Applicant
APPENDIX VII:	Notices to SWBT
APPENDIX VIII:	Identification of Utility Liaison Supervisor (ULS)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. “Authorized contractors” are contractors selected by Applicant who may, subject to Applicant’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT’s behalf. As used in this Agreement, the term “authorized contractor” does not refer to contractors performing routine installation, maintenance, or

repair work on Applicant's behalf or other contractors who may be selected by Applicant to perform work on Applicant's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of Applicant's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. If, by agreement of the parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

3.07 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts will not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT will be deemed available for assignment.

3.08 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Agreement shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.09 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by

SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term “conduit” refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT’s conduit.

3.10 Conduit occupancy. The term “conduit occupancy” refers to the presence of wire, cable, optical conductors, or other equipment within any part of SWBT’s conduit system.

3.11 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term “conduit system” refers only to conduit systems owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT’s conduit.

3.12 Construction District. The term “construction district” refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term “construction district” connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.13 Cost/Cost-based. The terms “cost” and “costs” refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term “cost-based” refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.14 Duct. The term “duct” refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a “duct” is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term “duct” refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.15 Facilities. The terms “facility” and “facilities” refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym “FCC” refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term “First Interconnection Order” refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term “handhole” refers only to handholes which are part of SWBT’s conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Agreement, the term “handhole” refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 Hazardous substances. The term “hazardous substances” refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act (“OSHA”). In general, the term “hazardous substances” refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Agreement, the term “hazardous substances” shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

3.20 Interconnection agreement. The term “interconnection agreement” refers to the interconnection agreement, if any, to which this Agreement has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term “jacket” refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Agreement, the term “jacket” refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term “joint user” refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT’s poles or place its facilities in SWBT’s ducts, conduits, or rights-of-way.

3.23 License. The term “license” refers to a written instrument confirming that SWBT has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant’s or such third party’s representations (and SWBT’s field inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by SWBT is required before facilities described in the application are installed in the space requested. The term “license” refers to licenses issued by SWBT pursuant to this Agreement and may, if the context requires, refer to licenses issued by SWBT before the date of this Agreement. The parties’ use of the term “license” in this Agreement shall not be construed as conferring authority or discretion on SWBT’s part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.24 Local service provider (“LSP”). The terms “local service provider” and “LSP” refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include SWBT.

3.25 Maintenance duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used, on a short-term basis, for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Agreement and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement. No more than one full-sized duct within any given conduit section will be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term “maintenance duct” does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts will not be considered “available” (as defined in Section 3.07) for assignment to SWBT, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made