

- 2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When CLEC requests that SBC-12STATE add a Signaling Point Code (SPC), CLEC will identify to SBC-12STATE the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition". This rate element will not apply in SBC-2STATE.
- 2.9.6 CLEC will notify SBC-12STATE in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.
- 2.10 Signaling Transfer Points (STPs)
- 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
- 2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by PACIFIC's signaling network, excluding messages to and from an SBC-7STATE local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SBC-12STATE designated STP pair to a to a SBC-12STATE STP pair located in a different LATA. In the SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In the SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the SBC-AMERITECH the Signal Switching and

Signal Transport rates will apply to ISUP and TCAP messages. In the SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

- 2.10.4 In such instance as CLEC utilizes SBC-12STATE's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SBC-12STATE SS7 signaling on a per call basis

## 2.11 STP Technical Requirements

- 2.11.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-12STATE SS7 network: SBC-12STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests SBC-12STATE add GTT type information for message routing, in connection with its use of unbundled signaling.

## 2.12 Interface Requirements

- 2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.
- 2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

### 3. MANNER OF PROVISIONING

- 3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.
- 3.2 SS7 Transport
- 3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to CLEC on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
- 3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-12STATE pairs of STPs, until ordered. When SBC-12STATE or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.
- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.4 Dedicated Signaling Links
- 3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs.

The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

- 3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
  - 3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
  - 3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires a STP Access Link, CLEC and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.

- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

- 3.5.1 When CLEC orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. **RESPONSIBILITIES OF SBC-12STATE**

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or CLEC facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of CLEC throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. **RESPONSIBILITIES OF CLEC**

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to SBC-12STATE the SPC(s) associated with the CLEC set of links.

- 5.2 CLEC shall identify to SBC-12STATE the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), CLEC shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.
- 5.5 CLEC shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CLEC shall inform SBC-12STATE in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SBC-12STATE's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

## 6. **BONAFIDE REQUEST PROCESS**

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to SBC-12STATE via the Bonafide Request ("BFR") process set forth in Appendix UNE.

## 7. **DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH**

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the

establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for CLEC to SBC-AMERITECH terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. **DESCRIPTION OF RATE ELEMENTS SBC-7STATE**

8.1 The following rate elements apply to SBC-7STATE SS7 Service:

## 8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

8.2.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SBC-7STATE STP pair. A usage rate applies per octet generated by action of CLEC.

8.2.3 SS7 Transport is not available in the SBC-2STATE

## 8.3 Dedicated Signaling Links

### 8.3.1 SS7 Link Cross Connect

8.3.1.1 CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

### 8.3.2 STP Port Termination

8.3.2.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

### 8.3.3 STP Access Link

8.3.3.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.



#### 8.4 Signaling Point Code Addition

8.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SBC-7STATE STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

#### 8.5 Global Title Translation (GTT) Addition

8.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the SBC-7STATE STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

#### 8.6 Use of the STP Per Call

8.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the SBC-7STATE STP. The rate shall apply for each call originated by CLEC subscribers using the SBC-7STATE Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the SBC-7STATE Local Switching network element.

### 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 UNE

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**APPENDIX UNE  
(UNBUNDLED NETWORK ELEMENTS)**

**1. INTRODUCTION**

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SBC-13STATE. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 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-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which SBC-13STATE agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 SBC-13STATE has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.
- 1.6 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.8 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 SBC-MOKA - As used herein, SBC-MOKA means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 PACIFIC -As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.13 NEVADA -As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.14 SNET -As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 SBC-13STATE and CLEC may agree to connect CLEC's facilities with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 SBC-13STATE will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
  - 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
  - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
  - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

- 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding SBC-13STATE's network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SBC-13STATE provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2))
- 2.3 As provided for herein, SBC-13STATE will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 SBC-13STATE will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SBC-13STATE.
- 2.8 SBC-13STATE will not connect to or combine UNE's with any non-251 (c)(3) or other SBC-13STATE service offerings.

## 2.9 Provisioning/Maintenance of Unbundled Network Elements

- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-13STATE shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, SBC-13STATE may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLEC's use of any SBC-13STATE UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE network element, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 2.9.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-13STATE provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These



requests will be processed by SBC-13STATE, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the SBC-13STATE Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.

## 2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 SBC-13STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-13STATE places on itself for orders from its customers.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of SBC-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

### 3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-13STATE Central Office.

#### 3.1.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

#### 3.1.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

#### 3.1.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to the CLEC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

- 3.2 The following terms and conditions apply to all methods when SBC-13STATE provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-13STATE will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
  - 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-13STATE Central Office space and equipment.
  - 3.2.3 The CLEC may cancel the request at any time, but will pay SBC-13STATE's reasonable and demonstrable costs for modifying SBC-13STATE's Central Office up to the date of cancellation.
  - 3.2.4 CLECs may elect to access SBC-13STATE's UNEs through Physical Collocation arrangements.
  - 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
  - 3.2.6 CLEC shall refer trouble sectionalized in the SBC-13STATE UNE to SBC-13STATE.
  - 3.2.7 Prior to SBC-13STATE providing access to UNEs under this Appendix, CLEC and SBC-13STATE shall provide each other with a point of contact for overall coordination.
  - 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
  - 3.2.9 All tools, procedures, and equipment used by CLEC to connect to SBC-13STATE's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
  - 3.2.10 CLEC shall be responsible for CLEC's personnel observing SBC-13STATE's site rules and regulations, including but not limited to safety

regulations and security requirements, and for working in harmony with others while present at the site. If SBC-13STATE for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on SBC-13STATE's premises, CLEC shall immediately comply with such request. Such person shall leave SBC-13STATE's premises promptly, and CLEC shall not furnish such person again to perform work on SBC-13STATE's premises without SBC-13STATE's consent.

- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to SBC-13STATE premises and/or facilities. SBC-13STATE identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SBC-13STATE premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each network element being ordered from SBC-13STATE. CLEC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 SBC-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in SBC-13STATE equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
  - 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).
  - 3.2.15.2 SBC-13STATE will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE will ensure that the first CLEC obtaining Access to UNEs in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

#### 4. ADJACENT LOCATION

- 4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which PACIFIC offers the Adjacent Location Method.
- 4.2 The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a PACIFIC Central Office as identified by PACIFIC. Under this method PACIFIC UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the PACIFIC Central Office. The CLEC shall provide enough slack for PACIFIC to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.5 The following terms and conditions apply when PACIFIC provides the adjacent location:
  - 4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7 The CLEC will provide the excess cable length necessary to reach the PACIFIC IDF in the PACIFIC Central Office where CLEC requests connection.
- 4.8 The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

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\* Section 4.0 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.9 The CLEC should refer any sectionalized trouble determined to be in PACIFIC's facilities to PACIFIC.
- 4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to PACIFIC (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11 In order for PACIFIC to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. PACIFIC will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12 The CLEC will retain all assignment control. PACIFIC will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the PACIFIC frame.
- 4.13 The CLEC will pay Time and Materials charges when PACIFIC dispatches personnel and failure is in the CLEC's facility.
- 4.14 PACIFIC will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. PACIFIC limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.16 Prior to PACIFIC providing the Adjacent Location Method in this Appendix, the CLEC and PACIFIC shall provide each other with a single point of contact for overall coordination.
- 4.17 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

## 5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If CLEC submits

the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix BFR, a "Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.

## 5.2 ITEM I

### SBC-SWBT, SBC-AMERITECH, NEVADA

#### Bona Fide Request Process

- 5.2.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide CLEC access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 CLEC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA's preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request,



SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.

- 5.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

5.3\*\* **Item II**

**SNET Bona Fide Request Process**

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

5.3.2.4 If the request is covered by one of the conditions listed above, SNET will make these items generally available.

5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for SNET to prepare the Preliminary Analysis.

5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SNET after SNET submits its Preliminary Analysis to CLEC but before CLEC's request for

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\*\* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

## **APPENDIX WP**

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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, 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 1/8<sup>th</sup> 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 1/8<sup>th</sup> 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**

<b>Directory White Pages Price Sheet</b>				
<b>Directory</b>	<b>Price Per Book Copy Delivered in Bulk to CLEC</b>	<b>Price Per Book Copy Delivered to CLEC End User</b>	<b>Price Per Single Sided Informational Page</b>	<b>Price Per Book Copy<sup>1</sup> Ordered After Initial Order</b>

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<sup>1</sup> Subject to Availability

## **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, 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 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, 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.

## EXHIBIT I

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

CLEC NAME & CONTACTS	CLEC DCNP	CLEC Switch	Switch Type	CLEC SPANDOC (if applicable)
E9-1-1 Coordinator	CLEC Telco ID		CLI Code	
9-1-1 Database Manager	CLEC Service Area Definition:		1-1	
Switch Site Contact			ETSI Code	

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

E9-1-1 CONTROL OFFICE CLI Code:	Exchange	Area	Code
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)

## **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, 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**

<b>CLLI Code</b>	<b>NPA-NXX</b>	<b>% Ownership of Transport Facilities</b>
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## **APPENDIX ANCILLARY EQUIPMENT**

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## APPENDIX ANCILLARY EQUIPMENT

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment 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, 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, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 The prices at which **PACIFIC** agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and **PACIFIC**.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with **PACIFIC** provided UNEs, and must be ordered accordingly.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.
- 2.2 **PACIFIC** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. **PACIFIC** is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.

- 2.4 Items contained in this Appendix are only available where they are currently deployed in the **PACIFIC** network and where spare capacity exists.
- 2.5 The ancillary equipment provided by **PACIFIC** under the provisions of this Appendix shall remain the property of **PACIFIC**.
- 2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to **PACIFIC** for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

### 3. **ANCILLARY EQUIPMENT ITEMS**

#### 3.1 Analog Bridging

- 3.1.1 This will be for the bridging of three or more **PACIFIC** analog loop UNEs.
- 3.1.2 Bridging is available only where **PACIFIC** currently has analog bridging equipment deployed.
- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

#### 3.2 Program Audio Hubbing

- 3.2.1 **PACIFIC** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.



3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz

3.2.4.2 0.0 – 5.0 Khz

3.2.4.3 0.0 – 8.0 Khz

3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

### 3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to CLECs connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

### 3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to existing DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply CLEC with Secure ID cards to access the Customer Access Network.

3.4.4 CLEC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.

4.1.1 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.

3.5.3 This service will only be offered where available and is intended for DS1 only.

3.5.4 Should **PACIFIC** upgrade it's network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9. (d)(5).

3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.

3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.

4.1.1 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. **PRICING**

4.1 Service order charges, change order charges and disconnect charges will apply when applicable.

- 4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the "Other (Network Elements) and Miscellaneous Equipment" category listed as "Ancillary Equipment".

## **5. BILLING**

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

## **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.

## APPENDIX PRICING

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## APPENDIX PRICING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 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 SWBT-MO - As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), SWBT-MO and CLEC will negotiate prices.
- 1.4 The following defines the zones found in the Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group D exchanges in <u>SWBT-MO's</u> Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group B exchanges in <u>SWBT-MO's</u> Local Exchange Tariff
Zone 30	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group A exchanges in <u>SWBT-MO's</u> Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group C exchanges in <u>SWBT-MO's</u> Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.5 For modifications of SWBT-MO's plant facilities see the BFR process to satisfy the CLEC request.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SWBT-MO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SWBT-MO will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

## 3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SWBT-MO network, without any changes to SWBT-MO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT-MO to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

#### 4. **UNBUNDLED LOCAL SWITCHING (ULS)**

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.
- 4.2 Rate Structure for ULS
  - 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:
    - 4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT-MO End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
    - 4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
    - 4.2.1.3 SWBT-MO will not bill ULS-T for Intra switch calls.



4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-MO**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-MO** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-MO** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-MO** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch.. When the PIC agrees to

**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.

TBD-To Be Determined  
 NRO-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MO/CLEC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Network Interface Device (NID)</b>					
Disconnect Loop from inside wiring, per NID		NA		\$ 71.45	\$ 35.70
<b>Unbundled Loops</b>					
**	2-Wire Analog - Metro (Zone 1)	\$ 12.71		\$ 26.07	\$ 11.09
**	2-Wire Analog - Suburban (Zone 2)	\$ 20.71		\$ 26.07	\$ 11.09
**	2-Wire Analog - Rural (Zone 3)	\$ 33.29		\$ 26.07	\$ 11.09
**	2-Wire Analog - Urban (Zone 4)	\$ 18.23		\$ 26.07	\$ 11.09
**	Conditioning for dB Loss	\$ 6.63		\$ 22.76	\$ 8.58
**	4-Wire Analog - Metro (Zone 1)	\$ 19.79		\$ 28.77	\$ 11.09
**	4-Wire Analog - Suburban (Zone 2)	\$ 35.35		\$ 28.77	\$ 11.09
**	4-Wire Analog - Rural (Zone 3)	\$ 61.16		\$ 28.77	\$ 11.09
**	4-Wire Analog - Urban (Zone 4)	\$ 30.08		\$ 28.77	\$ 11.09
**	2-Wire Digital - Metro (Zone 1)	\$ 25.79		\$ 57.77	\$ 30.22
**	2-Wire Digital - Suburban (Zone 2)	\$ 42.10		\$ 57.77	\$ 30.22
**	2-Wire Digital - Rural (Zone 3)	\$ 58.44		\$ 57.77	\$ 30.22
**	2-Wire Digital - Urban (Zone 4)	\$ 41.44		\$ 57.77	\$ 30.22
**	4-Wire Digital - Metro (Zone 1)	\$ 101.18		\$ 136.63	\$ 53.94
**	4-Wire Digital - Suburban (Zone 2)	\$ 106.06		\$ 136.63	\$ 53.94
**	4-Wire Digital - Rural (Zone 3)	\$ 107.89		\$ 136.63	\$ 53.94
**	4-Wire Digital - Urban (Zone 4)	\$ 101.39		\$ 136.63	\$ 53.94
<b>DSL Capable Loops:</b>					
<b>PSD Class #1 Capable Loop</b>					
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology					
**	Zone 1	\$ 25.79		\$ 57.77	\$ 30.22
**	Zone 2	\$ 42.10		\$ 57.77	\$ 30.22
**	Zone 3	\$ 58.44		\$ 57.77	\$ 30.22
**	Zone 4	\$ 41.44		\$ 57.77	\$ 30.22
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD Class #2 Capable Loop</b>					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD Class #3 Capable Loop</b>					
a. 2-Wire Mid-band Symmetric Technology					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
b. 4-Wire Mid-band Symmetric Technology					
**	Zone 1	\$ 19.79		\$ 28.77	\$ 11.09
**	Zone 2	\$ 35.35		\$ 28.77	\$ 11.09
**	Zone 3	\$ 61.16		\$ 28.77	\$ 11.09
**	Zone 4	\$ 30.08		\$ 28.77	\$ 11.09
<b>PSD Class #4 Capable Loop</b>					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line Technology</b>					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD Class #7 2-Wire Capable Loop</b>					
**	Zone 1	\$ 12.71		\$ 26.07	\$ 11.09
**	Zone 2	\$ 20.71		\$ 26.07	\$ 11.09
**	Zone 3	\$ 33.29		\$ 26.07	\$ 11.09
**	Zone 4	\$ 18.23		\$ 26.07	\$ 11.09
<b>Loop Qualification Process</b>		NA		\$ 15.00	
<b>DSL Conditioning Options</b>					
Removal of Repeaters		NA		\$ 289.51	\$ 13.74
Removal of Bridged Taps and Repeaters		NA		\$ TBD	\$ TBD
Removal Bridged Taps		NA		\$ 484.19	\$ 24.24
Removal of Bridged Taps and Load Coils		NA		\$ TBD	\$ TBD
Removal of Load Coils		NA		\$ 797.78	\$ 18.18
Conditioning of loops over 17,500 ft.		NA		TBD	TBD

TBD-To Be Determined  
 NRD-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MQ/CLEC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Loop Cross Connects</b>					
Analog Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
**	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 4.20		\$ 142.25	\$ 118.60
**	4-wire cross connect (Without Testing)	\$ 0.63		\$ 25.38	\$ 17.73
Digital Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
**	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 11.30		\$ 229.05	\$ 225.05
ADSL Shielded Cross connect to Collocation					
	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 0.80		\$ 19.96	\$ 12.69
**	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 0.31		\$ 19.96	\$ 12.69
**	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 0.31		\$ 19.96	\$ 12.69
<b>Cross Connects to Point of Access (POA)</b>					
Analog Loop to POA					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 102.60	\$ 88.00
	4-Wire-Mth2,3,4	\$ 1.60		\$ 102.60	\$ 88.00
	4-Wire-Mth5	\$ 1.25		\$ 102.60	\$ 88.00
Digital Loop to Point of Access					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 147.90	\$ 101.15
	4-Wire-Mth2,3,4	\$ 1.60		\$ 147.90	\$ 101.15
	4-Wire-Mth5	\$ 1.25		\$ 147.90	\$ 101.15
Switch Ports to Point of Access					
	Analog Line Port - Mth 1	\$ 1.15		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 2,3,4	\$ 1.20		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 5	\$ 0.85		\$ 65.85	\$ 55.85
	ISDN BRI Line Port - Mth 1	\$ 1.55		\$ 75.30	\$ 66.20
	ISDN BRI Line Port - Mth 2,3,4	\$ 1.60		\$ 75.30	\$ 66.20
	ISDN BRI Line Port - Mth 5	\$ 1.25		\$ 75.30	\$ 66.20
	ISDN PRI Trunk Port - Mth 1	\$ 1.55		\$ 124.35	\$ 115.30
	ISDN PRI Trunk Port - Mth 2,3,4	\$ 1.60		\$ 124.35	\$ 115.30
	ISDN PRI Trunk Port - Mth 5	\$ 1.25		\$ 124.35	\$ 115.30
	Analog DID Trunk Port - Mth 1	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 5	TBD		TBD	TBD
	DS1 Trunk Port - Mth 1	TBD		TBD	TBD
	DS1 Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	DS1 Trunk Port - Mth 5	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1 - Mth 1	\$ 12.30		\$ 147.90	\$ 101.15
	DS1 - Mth 2,3,4	\$ 12.35		\$ 147.90	\$ 101.15
	DS1 - Mth 5	\$ 12.00		\$ 147.90	\$ 101.15
	DS3 - Mth 1	ICB		ICB	ICB
	DS3 - Mth 2,3,4	ICB		ICB	ICB
	DS3 - Mth 5	ICB		ICB	ICB
	OC3 - Mth 1	ICB		ICB	ICB
	OC3 - Mth 2,3,4	ICB		ICB	ICB
	OC3 - Mth 5	ICB		ICB	ICB
	OC12 - Mth 1	ICB		ICB	ICB
	OC12 - Mth 2,3,4	ICB		ICB	ICB
	OC12 - Mth 5	ICB		ICB	ICB
	OC48 - Mth 1	ICB		ICB	ICB
	OC48 - Mth 2,3,4	ICB		ICB	ICB
	OC48 - Mth 5	ICB		ICB	ICB
<b>Local Switching (per MOU)</b>					
		USAGE			
Per Originating or Terminating MOU (Rural - Zone 3)		\$ 0.006841		NA	NA
(Suburban - Zone 2)		\$ 0.006728		NA	NA
(Metro - Zone 1)		\$ 0.005510		NA	NA
Customized Routing		ICB		ICB	ICB

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SOUTHWESTERN BELL TELEPHONE COMPANY  
MISSOURI  
Generic Rates  
November 22, 1999

APPENDIX PRICING  
**SWBT-MO/CLEC**

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Port Charge Per Month</b>					
	Analog Line Port	\$ 3.35		\$ 95.50	\$ 85.50
	Analog DID Trunk Port	\$ 23.85		\$ 163.85	\$ 163.85
	ISDN BRI Port	\$ 6.65		\$ 15.50	\$ 8.45
	ISDN PRI Port	\$ 198.70		\$ 513.75	\$ 235.95
	DS1 Trunk Port	\$ 255.55		\$ 388.00	\$ 286.75
	Optional Calling Area (Two-Way EAS) Additive	\$ 24.80		NA	NA
<b>Switch Port Cross Connects</b>					
	Analog Line Port to Collocation	TBD		TBD	TBD
	Analog DID Trunk Port to Collocation	TBD		TBD	TBD
	ISDN BRI Port to Collocation	TBD		TBD	TBD
	ISDN PRI Port to Collocation	TBD		TBD	TBD
	DS1 Trunk Port to Collocation	TBD		TBD	TBD
<b>Tandem Switching</b>					
		USAGE			
	per Minute of Use	\$ 0.001514		NA	NA
<b>Common Transport</b>					
		USAGE			
	Termination per Minute of Use (Rural - Zone 3)	\$ 0.000352		NA	NA
	(Suburban - Zone 2)	\$ 0.000332		NA	NA
	(Metro - Zone 1)	\$ 0.000205		NA	NA
	(Interzone)	\$ 0.000387		NA	NA
	Facility per Minute, per Mile (Rural - Zone 3)	\$ 0.000015		NA	NA
	(Suburban - Zone 2)	\$ 0.000007		NA	NA
	(Metro - Zone 1)	\$ 0.000032		NA	NA
	(Interzone)	\$ 0.000003		NA	NA
<b>Blended Transport</b>					
		USAGE			
	(Rural - Zone 3)	\$ 0.000912		NA	NA
	(Suburban - Zone 2)	\$ 0.000835		NA	NA
	(Metro - Zone 1)	\$ 0.000671		NA	NA
	(Interzone)	\$ 0.000865			
<b>Dedicated Transport</b>					
Entrance Facility:					
	DS1 (Rural - Zone 3)	\$ 167.05		\$ 324.50	\$ 128.10
	(Suburban - Zone 2)	\$ 152.15		\$ 324.50	\$ 128.10
	(Metro - Zone 1)	\$ 135.20		\$ 324.50	\$ 128.10
	DS3 (Rural - Zone 3)	\$ 1,434.60		\$ 556.10	\$ 247.30
	(Suburban - Zone 2)	\$ 1,392.75		\$ 556.10	\$ 247.30
	(Metro - Zone 1)	\$ 1,326.80		\$ 556.10	\$ 247.30
	OC3 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	OC12 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	OC48 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
Interoffice Transport:					
	DS1 First Mile (Rural - Zone 3)	\$ 279.30		\$ 455.35	\$ 291.05
	(Suburban - Zone 2)	\$ 151.55		\$ 455.35	\$ 291.05
	(Metro - Zone 1)	\$ 111.45		\$ 455.35	\$ 291.05
	(Interzone)	\$ 200.10		\$ 455.35	\$ 291.05
	Each Additional Mile (Rural - Zone 3)	\$ 14.55		NA	NA
	(Suburban - Zone 2)	\$ 8.75		NA	NA
	(Metro - Zone 1)	\$ 3.10		NA	NA
	(Interzone)	\$ 4.80		NA	NA
	DS3 First Mile (Rural - Zone 3)	\$ 3,384.95		\$ 490.35	\$ 332.75
	(Suburban - Zone 2)	\$ 2,783.40		\$ 490.35	\$ 332.75
	(Metro - Zone 1)	\$ 1,389.45		\$ 490.35	\$ 332.75
	(Interzone)	\$ 3,288.30		\$ 490.35	\$ 332.75
	Each Additional Mile (Rural - Zone 3)	\$ 312.90		NA	NA
	(Suburban - Zone 2)	\$ 304.75		NA	NA
	(Metro - Zone 1)	\$ 81.80		NA	NA
	(Interzone)	\$ 124.45		NA	NA
	OC3 First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	OC12 First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MO/CLEC

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
OC48	First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
<b>Multiplexing</b>					
	DS1 to Voice Grade	\$ 199.60		\$ 29.85	\$ 17.90
	DS3 to DS1	\$ 712.05		\$ 980.20	\$ 924.15
<b>Dedicated Transport Cross Connects</b>					
	DS1 to Collocation	\$ 11.30		\$ 229.05	\$ 225.05
	DS3 to Collocation	\$ 39.55		\$ 156.25	\$ 109.50
	OC3 to Collocation	ICB		ICB	ICB
	OC12 to Collocation	ICB		ICB	ICB
	OC48 to Collocation	ICB		ICB	ICB
<b>Network Reconfiguration Service</b>					
	DCS Port Charge				
	DS1	\$ 11.35		\$ 35.70	NA
	DS3	\$ 318.10		\$ 35.70	NA
	DCS Establishment Charge	NA		\$ 2,379.90	NA
	Database Modification Charge	NA		\$ 107.15	NA
	Reconfiguration Charge	NA		\$ 1.20	NA
<b>Line Information Database - LIDB</b>					
		<b>USAGE</b>			
	Validation Query (Includes SMS & Sleuth)	\$ 0.02600 (per query)		NA	NA
	OLNS Query (Includes SMS)	\$ 0.00550 (per query)		NA	NA
	CNAM Query (Includes SMS)	\$ 0.00360 (per query)		NA	NA
	Query Transport (Applies to Validation, OLNS, & CNAM)	\$ 0.00440 (per query)		NA	NA
	Service Order Cost	NA		\$ 256.70	NA
	Service Establishment Charge	NA		\$ 59.75	NA
<b>800 Database</b>					
		<b>USAGE</b>			
	Toll Free Database Query	\$ 0.000445		NA	NA
	Call Handling and Destination	\$ 0.000054		NA	NA
<b>SS7</b>					
	<b>SS7 Links - Cross Connects</b>				
	STP to Collocators Cage - DS0	\$ 74.15		\$ 299.30	\$ 235.75
	STP to Collocators Cage- DS1	\$ 53.65		\$ 266.70	\$ 203.15
	STP to SWBT MDF - DS0	\$ 74.15		\$ 299.30	\$ 235.75
	STP to SWBT DSX Frame-DS1	\$ 53.65		\$ 266.70	\$ 203.15
	<b>SS7 Links</b>				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	\$ 100.16 fixed +			
		\$ 0.91 per mile			
	STP Port	\$ 621.65		\$ 456.65	NA
	<b>SS7 Signalling</b>				
		<b>USAGE</b>			
	SS7 Signalling - per call	\$ 0.000559		NA	NA
	STP Trunk Signalling - per octet	\$ 0.00000280		NA	NA
	Point Code Addition			\$ 59.75	NA
	Global Title Translation Addition			\$ 25.60	NA
<b>Manual Service Order Charge</b>				<b>Simple</b>	<b>Complex</b>
	New Service	NA		\$ 69.70	\$ 285.20
	Change	NA		\$ 67.25	\$ 158.55
	Record	NA		\$ 41.60	\$ 132.85
	Disconnect	NA		\$ 34.90	\$ 76.20
<b>Electronic Simple Service Order Charge</b>		NA		\$ 5.00	NA

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MO/CLEC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Maintenance of Service Charges				First Half-Hour	Add'l Half-Hour
Basic Time	NA			\$ 42.75	\$ 34.20
Overtime	NA			\$ 53.45	\$ 43.35
Premium Time	NA			\$ 64.10	\$ 52.50
Time and Material Charges					
Basic Time	NA			\$ 42.75	\$ 34.20
Overtime	NA			\$ 53.45	\$ 43.35
Premium Time	NA			\$ 64.10	\$ 52.50
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting	NA			\$ 2.65	NA
Call Forwarding Variable	NA			\$ 2.65	NA
Call Forwarding Busy Line	NA			\$ 2.65	NA
Call Forwarding Don't Answer	NA			\$ 2.65	NA
Three-Way Calling	NA			\$ 2.65	NA
Speed Calling - 8	NA			\$ 2.65	NA
Speed Calling - 30	NA			\$ 2.65	NA
Auto Callback/Auto Redial	NA			\$ 2.65	NA
Distinctive Ring/Priority Call	NA			\$ 2.65	NA
Selective Call Rejection/Call Blocker	NA			\$ 2.65	NA
Auto Recall/Call Return	NA			\$ 2.65	NA
Selective Call Forwarding	NA			\$ 2.65	NA
Calling Number Delivery	NA			\$ 2.65	NA
Calling Name Delivery	NA			\$ 2.65	NA
Calling Number/Name Blocking	NA			\$ 2.65	NA
Anonymous Call Rejection (to date only available in Texas)	NA			\$ 2.65	NA
Remote Access to Call Forwarding (RACF)	NA			\$ 2.65	NA
Analog Line Port Features:					
Personalized Ring (per arrangement per port)	NA			\$ 6.35	NA
Hunting Arrangement (per arrangement)	NA			\$ 32.95	NA
Usage Sensitive Analog Line Port Features:					
Call Trace per successful occurrence per port	NA			\$ 6.70	NA
Call Trace per feature per port	NA			\$ 2.65	
ISDN BRI Port Features (per B Channel, unless noted)					
GSV/CSD per ISDN BRI port (required/provided)	NA			\$ 19.65	NA
Basic Electronic Key Terminal Service (EKTS)	NA			\$ 19.65	NA
Basic EKTS provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Call Appearance Call Handling (CACH) EKTS	NA			\$ 23.95	NA
CACH EKTS includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>Basic individual features:</b>				
Additional Call Offering	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Forwarding Interface Busy	NA		\$ 6.15	NA
Call Forwarding Variable	NA		\$ 6.15	NA
Calling Number Delivery	NA		\$ 6.15	NA
Hunt Group for CSD	NA		\$ 6.15	NA
Hunt Group for CSV	NA		\$ 6.15	NA
Message Waiting Indicator	NA		\$ 6.15	NA
Secondary Only Telephone Number	NA		\$ 6.15	NA
Three Way Conference Calling	NA		\$ 6.15	NA
<b>ISDN PRI Port Features</b>				
Backup D Channel	NA		\$ 63.80	NA
Calling Number Delivery	NA		\$ 2.65	NA
Dynamic Channel Allocation	NA		\$ 12.85	NA
DID #s - see Analog DID Trunk Port Features	NA			
<b>Analog Trunk Port Features (per feature per port)</b>				
DID #s - Initial 100 #s	NA		\$ 170.45	NA
Initial 10 #s	NA		\$ 154.20	NA
Subsequent Add or Remove 100 #s	NA		NA	\$ 25.05
Subsequent Add or Remove 10 #s	NA		NA	\$ 8.80
<b>DS1 Digital Trunk Port Features (per feature per port)</b>				
DID #s - see Analog DID Trunk Port Features				
<b>Unbundled Centrex System Options</b>				
System Initial Establishment per Serving Office - Analog Only	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 803.35	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 391.05	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 244.60
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	\$ 284.95
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 284.95
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI	NA		NA	\$ 586.30
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog	NA		NA	\$ 284.95
<b>Analog Line Port (ALP) Features for Unbundled Centrex</b>				
Standard feature initialization per Analog Line Port	NA		\$ 5.40	NA
<b>Individual Features (per feature per port):</b>				
Automatic Callback Calling/Business Group Callback	NA		\$ 6.15	NA
Call Forwarding Variable/Business Group Call Forwarding Variable	NA		\$ 6.15	NA
Call Forwarding Busy Line	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Hold	NA		\$ 6.15	NA
Call Pickup	NA		\$ 6.15	NA
Call Transfer - All Calls	NA		\$ 6.15	NA
Call Waiting - Intragroup/Business Group Call Waiting	NA		\$ 6.15	NA
Call Waiting - Originating	NA		\$ 6.15	NA
Call Waiting - Terminating	NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6.15	NA
Consultation Hold	NA		\$ 6.15	NA
Dial Call Waiting	NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In	NA		\$ 6.15	NA
Directed Call Pickup - With Barge In	NA		\$ 6.15	NA
Distinctive Ringing and Call Waiting Tone	NA		\$ 6.15	NA
Hunting Arrangement - Basic	NA		\$ 6.15	NA
Hunting Arrangement - Circular	NA		\$ 6.15	NA
Speed Calling Personal (short list)	NA		\$ 6.15	NA
Three Way Calling	NA		\$ 6.15	NA



TBD-To Be Determined  
 NRO-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
**SWBT-MQ/CLEC**

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>ISDN BRI Port Features for Unbundled Centrex</b>				
Circuit Switched Voice (CSV)(CSD) per ISDN BRI Port	NA		\$ 19.65	NA
Standard feature initialization per ISDN BRI Device	NA		\$ 5.40	NA
<b>Individual features (per feature per B Channel)</b>				
Additional Call Offering for CSV	NA		\$ 6.15	NA
Automatic Callback Calling	NA		\$ 6.15	NA
Call Forwarding Busy Line	NA		\$ 6.15	NA
Call Forwarding Don't Answer	NA		\$ 6.15	NA
Call Forwarding Variable	NA		\$ 6.15	NA
Call Hold	NA		\$ 6.15	NA
Call Pickup	NA		\$ 6.15	NA
Call Transfer - All Calls	NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6.15	NA
Consultation Hold	NA		\$ 6.15	NA
Dial Call Waiting	NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In	NA		\$ 6.15	NA
Directed Call Pickup - With Barge In	NA		\$ 6.15	NA
Distinctive Ringing	NA		\$ 6.15	NA
Hunting Arrangement - Basic	NA		\$ 6.15	NA
Hunting Arrangement - Circular	NA		\$ 6.15	NA
Speed Calling Personal (short list)	NA		\$ 6.15	NA
Three Way Calling	NA		\$ 6.15	NA
<b>** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT will provide certain arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that, in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide such rates, terms and conditions to the Party who originally arbitrated such provisions</b>				

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
 SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>RESALE</b>				
	<b>RESALE DISCOUNTS</b>			
	RECURRING	NON-RECURRING		
BUSINESS				
LOCAL EXCHANGE SERVICE				
Business 1 Party	19.20%	19.20%		
Business - Multi-Line Hunting	19.20%	19.20%		
Business Measured	19.20%	19.20%		
Business Measured (HTG Class of Service)	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Redial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Speed Calling 30	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
DID				
DID (First Block of 100 - Category 1)	19.20%	19.20%		
DID (First Block of 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.20%	19.20%		
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.20%	19.20%		
DID (with Multifrequency)	19.20%	19.20%		
DID (with Dual-Tone Multifrequency)	19.20%	19.20%		
DID (1st 10 Trunks or access lines)	19.20%	19.20%		
DID (11th thru 50th trunk or network access line)	19.20%	19.20%		
DID (51st trunk or network access line)	19.20%	19.20%		
TRUNKS				
Analog Trunks	19.20%	19.20%		
Digital Trunks	19.20%	19.20%		
AIN				
Area Wide Networking	19.20%	19.20%		
Disaster Routing Service	19.20%	19.20%		
Intelligent Redirection	19.20%	19.20%		
Intellinumber	19.20%	19.20%		
Positive ID	19.20%	19.20%		
OTHER				
Bundled Telecommunications Services (e.g., the Works)	19.20%	19.20%		
Customer Alerting Enablement	19.20%	19.20%		
Grandfathered Services	19.20%	19.20%		
Hot Line	19.20%	19.20%		
Hunting	19.20%	19.20%		
Local Operator Assistance Service	13.91%	13.91%		
Night Number associated with Telephone Number	19.20%	19.20%		
Night Number associated with a Terminal	19.20%	19.20%		
Promotions (Greater than 90 days)	19.20%	19.20%		
Preferred Number Service	19.20%	19.20%		
Telebranch®	19.20%	19.20%		
TouchTone	19.20%	19.20%		
Voice Dial	19.20%	19.20%		

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 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
SWBT-MO/CLEC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Warm Line	19.20%	19.20%		
ISDN				
Digiline	19.20%	19.20%		
Select Video Plus®	19.20%	19.20%		
Smart Trunksm	19.20%	19.20%		
TOLL				
IntraLATA MTS	19.20%	19.20%		
MaxMizer 800®	19.20%	19.20%		
OutWATS	19.20%	19.20%		
800 Service	19.20%	19.20%		
OPTIONAL TOLL CALLING PLANS				
1+ SAVERsm	19.20%	19.20%		
1+SAVER Direct	19.20%	19.20%		
Community Optional Saver	19.20%	19.20%		
Outstate Calling Area Service	19.20%	19.20%		
PLEXAR®				
Plexar 1K®	19.20%	19.20%		
Plexar 1K®	19.20%	19.20%		
Plexar Custom®	19.20%	19.20%		
PRIVATE LINE				
Analog Private Lines	19.20%	19.20%		
Business Video Service	19.20%	19.20%		
Digital Loop Service	19.20%	19.20%		
DOVLink	19.20%	19.20%		
Foreign Exchange Service	19.20%	19.20%		
Foreign Serving Office	19.20%	19.20%		
Frame Relay	19.20%	19.20%		
Group Alerting Services	19.20%	19.20%		
MegaLink 1K®	19.20%	19.20%		
MegaLink 1K®	19.20%	19.20%		
MicroLink 1K®	19.20%	19.20%		
MicroLink 1K®	19.20%	19.20%		
MultiPoint Video	19.20%	19.20%		
Service Loop Facility Modification Service	19.20%	19.20%		
RESALE DISCOUNTS				
LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING		
Life Line and Link Up America Services	19.20%	19.20%		
Residence 1 Party	19.20%	19.20%		
Residence Measured	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Redial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
ISDN				
Digiline	19.20%	19.20%		

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 November 22, 1999

APPENDIX PRICING  
**SWBT-MO/CLEC**

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>OTHER (Resale)</b>	<b>RESALE DISCOUNTS</b>			
	RECURRING	NON-RECURRING		
DIRECTORY ASSISTANCE SERVICES	13.91%	13.91%		
Nationwide Listing Services (NLS)	13.91%	13.91%		
TOLL				
Home 800sm	19.20%	19.20%		
IntraLATA MTS	19.20%	19.20%		
OPTIONAL TOLL CALLING PLANS				
1+ SAVERsm	19.20%	19.20%		
1+SAVER Direct	19.20%	19.20%		
Community Optional Saver	19.20%	19.20%		
Outstate Calling Area Service	19.20%	19.20%		
900 Call Restriction	19.20%	19.20%		
Access Services	0%	0%		
Additional Directory Listings	19.20%	19.20%		
Bill Plus	5%	5%		
Company Initiated Suspension Service	0%	0%		
Directory Assistance Services	13.91%	13.91%		
Connections with Terminal Equipment and Communications Equipment	0%	0%		
Consolidated Billing	5%	5%		
Construction Charges	0%	0%		
Customer Initiated Suspension Service	0%	0%		
Exchange Interconnection Service	0%	0%		
Operator Services	13.91%	13.91%		
Local Operator Assistance Service	13.91%	13.91%		
Maintenance of Service Charges	0%	0%		
Prepaid Calling Cards	19.20%	19.20%		
Telecommunications Service Priority Systems	0%	0%		
Toll Billing Exception (Billed Number Screen)	19.20%	19.20%		
Toll Restriction	19.20%	19.20%		
Wireless Carrier Interconnection Services	0%	0%		
Electronic Billing Information Data (daily usage) per message	\$ 0.003		NA	NA
Slamming Investigation Fee	NA		\$ 50.00	\$ 50.00
Local disconnect Report (LDR)				
Per WTN	\$ 0.10		NA	NA
Simple conversion charge per billable number	NA		\$ 25.00	NA
Electronic conversion orders per billable number	NA		\$ 5.00	NA
Complex conversion orders per billable number	NA		\$ 125.00	NA
SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher	NA		\$ 100.00	NA
OS/DA				
Branding - Resellers				
- Initial Load	NA		\$ 1,072.00	NA
- Subsequent Load	NA		\$ 1,072.00	NA
- Per Call	\$ 0.04		NA	NA
External Rater - Resellers				
- Initial Load	NA		\$ 1,538.54	NA
- Subsequent Rater Load	NA		\$ 623.37	NA
- Subsequent Reference Load	NA		\$ 623.37	NA
Billable Message Records and/or access usage records				
Per Record Charge				
Full Status RAO Company				
Hosting Company Network	\$ 0.002		NA	NA
National CMDS Network	\$ 0.005		NA	NA
Non-Full Status RAO Company				
Hosting Company Network	\$ 0.007		NA	NA
National CMDS Network	\$ 0.010		NA	NA