

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only SBC-13STATE is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
 - 1.1.1 As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin
 - 1.1.2 As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 SBC-13STATE will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date SBC-13STATE obligations cease under the FCC Merger Conditions

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

- 3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, SBC-13STATE will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.
- 3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by SBC-13STATE, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the SBC-13STATE Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE also hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC-13STATE's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 SBC-13STATE will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by SBC-13STATE, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

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

- 7.1 SBC-13STATE will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so

to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 SBC-13STATE will provide CLEC promotional resale discounts on telecommunications services that SBC-13STATE provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

- 9.1 SBC-13STATE will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999.

When SBC-13STATE provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate SBC-13STATE for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, SBC-13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, SBC-13STATE's provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, SBC-13STATE's provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, SBC-AMERITECH shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 SBC-AMERITECH will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on SBC-AMERITECH's TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions SBC-13STATE will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to SBC-13STATE the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated SBC-13STATE technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where SBC-13STATE identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, SBC-13STATE will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

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

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC

or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting **SBC-AMERITECH**'s switches which can be shared by more than one LEC, including **SBC-AMERITECH**. These facilities include those between **SBC-AMERITECH**'s End Office Switches, between **SBC-AMERITECH**'s End Office Switch and **SBC-AMERITECH**'s Tandem Office Switch, and between **SBC-AMERITECH**'s Tandem Office Switches.

14.1.2 **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls using ULS-IST. **SBC-AMERITECH** will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.

14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through **SBC-AMERITECH**'s network to non-**SBC-AMERITECH** switches, **SBC-AMERITECH** provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to **SBC-AMERITECH**'s ULS-IST to use shared facilities and not dedicated transport between **SBC-AMERITECH**'s Central Offices and other carrier's switches providing local, wireless, or interexchange services.

14.1.4 Therefore, all Requesting Carrier's traffic between **SBC-AMERITECH** switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-**SBC-AMERITECH** switches will utilize the transit function of Interim Shared Transport.

- 14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. SBC-AMERITECH reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, SBC-AMERITECH will utilize its existing routing tables contained in SBC-AMERITECH switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an SBC-AMERITECH End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including SBC-AMERITECH's telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 SBC-AMERITECH will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 SBC-AMERITECH will also charge a Requesting Carrier using SBC-AMERITECH's ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating SBC-AMERITECH end office or transiting and applicable termination charges for traffic to a non-SBC-AMERITECH end office. SBC-AMERITECH will not charge a Telecommunications Carrier using SBC-AMERITECH's local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. SBC-AMERITECH will not create message records for terminating usage under the FCC Conditions.
- 14.2.2.1 All local and intraLATA traffic is billed from the originating record.

14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an SBC-AMERITECH end office.

14.2.3.4.2 Tandem routed traffic terminating to an SBC-AMERITECH end office.

14.2.3.4.3 Direct routed traffic terminating to a non-SBC-AMERITECH end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-SBC-AMERITECH end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using SBC-AMERITECH's ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), SBC-AMERITECH will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, SBC-AMERITECH will then make payment to (or receive payment from)

the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use (“MOU”) was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by SBC-AMERITECH’s average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of SBC-AMERITECH’s network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier’s ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission’s final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

ATTACHMENT 14:

APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means an ILEC 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 an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-10STATE means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-8STATE means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, PACIFIC means an ILEC doing business in California.
- 1.11 As used herein, NEVADA means an ILEC doing business in Nevada.

- 1.12 As used herein, SNET means an ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-13STATE agrees to provide CLEC with Numbering Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. **INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]**

- 2.1 Due to all PACIFIC and SBC-AMERITECH switches being LNP capable, this Section does not apply to PACIFIC or SBC-AMERITECH. As of 11/13/99, it will not apply to SNET and after 12/31/99, it will not apply to NEVADA.
- 2.2 General Terms and Conditions
 - 2.2.1 SBC-SWBT and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.
- 2.3 Service Provided
 - 2.3.1 SBC-SWBT shall provide INP to CLEC only, as described herein.
 - 2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.
 - 2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.
 - 2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

- 2.4.1 SBC-SWBT's sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

- 2.5.1 CLEC shall coordinate the provision of service with SBC-SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.
- 2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.
- 2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.
- 2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.
- 2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.
- 2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

2.5.6 CLEC shall designate to SBC-SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 SBC-SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by SBC-SWBT for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SBC-SWBT, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access

billing, i.e., an incoming call to the SBC-SWBT ported number shall be handled like any other SBC-SWBT call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between SBC-SWBT and CLEC.

- 2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

2.7.2 INP-Direct

- 2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

- 2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which SBC-SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

- 2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SBC-SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

- 2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

- 2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is

established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

- 2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.
- 2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

- 3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.
- 3.1.2 Other than as specifically set out elsewhere in this agreement, SNET does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

- 3.2.1 SBC-12STATE provides CLECs the use of the SBC-12STATE PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC-12STATE's PNP

database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 SBC-12STATE will provide CLEC the use of the SBC-12STATE PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

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

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

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of SBC-12STATE

3.3.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

3.3.2 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, SBC-SWBT will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

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

3.4 Obligations of CLEC

- 3.4.1 When purchasing the SPNP Database Query, CLEC will access SBC-12STATE's facilities via an SS7 link: SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA - Section 6 of FCC No. 1 Access Services tariff/PACIFIC - Section 6 of FCC No. 128 Access Service tariff/ SBC-SWBT- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the SBC-12STATE STP.
- 3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to the PACIFIC/NEVADA/SBC-SWBT network and provide a query forecast for each entry point.
- 3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.4.5 When CLEC requests that an NXX in an LRN capable SBC-12STATE switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within PACIFIC/NEVADA/SBC-SWBT toll rate centers / SBC-AMERITECH rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 3.6.2 Telephone numbers in the following SBC-12STATE NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) SBC-12STATE Official Communications Services (OCS) NXXs.

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

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, SBC-12STATE will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The CLEC shall be responsible for payment of charges to SBC-12STATE for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL - Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT - Section 34 of the FCC No. 73 Access Services Tariff.

3.8.2 CLEC agrees not to charge SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

- 4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.
- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.
- 4.3 CLECs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.
- 4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.
- 4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

- 5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the

number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

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

5.2 Service Provided

- 5.2.1 SBC-12STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC-12STATE mass calling tandem and/or SBC-AMERITECH mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 5.2.2 When a CLEC requests that a SBC-12STATE number with a mass calling NXX code be ported to its network, SBC-12STATE will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of SBC-12STATE

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

5.4 Obligations of CLEC

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

5.5 CLEC Mass Calling Codes

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

5.6 Limitations of Service

- 5.6.1 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT

- 6.1 CLEC shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

- 7.1 CLEC shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to CLEC.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

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

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-SWBT is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

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

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

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

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the SBC-SWBT Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

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

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

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

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

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

Notes: See following page.

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

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

Southwest Region LNP Network Operations Team
(Continued)

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

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

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

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

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

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

Switch request(s) accepted:

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

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title:

ATTACHMENT 15: 911/E911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO 911/E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: 911/E911 sets forth the terms and conditions under which SWBT will provide the connection between ALLTEL's local switch and 911 Universal Emergency Number Service.

1.0 Definitions

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 911 Universal Emergency Number Service (also includes E911-Expanded 911) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the 911 customer may receive and answer telephone calls placed by dialing number 911. 911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 911 Universal Emergency Number Service Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The 911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification (ANI) associated with 911 customer calls from a switch to the E911 Network where the ANI feature is included.
- 1.5 Automatic Number Identification (ANI) - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.
- 1.6 Automatic Location Identification (ALI) - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.

- 1.7 Selective Routing (SR) - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 ALI Database - A database which stores information associated with end user customers' telephone numbers.

2.0 Responsibilities

- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
 - 2.1.1 when requested by ALLTEL, transporting the E911 calls from the interconnection point with ALLTEL facilities connecting ALLTEL's switches to the Control Offices of the E911 System. The ALLTEL switches will be listed in the form attached hereto as Addendum I as the ALLTEL switches are deployed;
 - 2.1.2 switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
 - 2.1.3 storing the names, addresses, and associated telephone numbers from ALLTEL's exchanges in the electronic data processing database for the E911 DBMS. (ALLTEL is responsible for downloading and updating this information);
 - 2.1.4 transmission of the ANI and ALI information associated with ALLTEL's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide ALLTEL with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.
- 2.4 SWBT will provide ALLTEL with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and

procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide ALLTEL additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide ALLTEL with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by ALLTEL to SWBT's DBMS, so that ALLTEL may ensure the accuracy of the end user records.

- 2.5 At a reasonable time prior to establishment of E911 service, ALLTEL will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. ALLTEL will adopt and comply with operating methods applicable to downloading and maintaining ALLTEL's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 ALLTEL acknowledges that its end users in a single local calling scope may be served by different PSAPs. ALLTEL will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, ALLTEL will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and ALLTEL will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 2.9 ALLTEL acknowledges that it may serve end users in communities that do not have 911 service, or communities where 9-1-1 service is not provided by a SWBT E911 Control Office. In circumstances where SWBT provides E911 service with the ALI feature, but there are no CAMA trunks connecting an ALLTEL switch to a SWBT E911 Control Office, ALLTEL will have access to the SWBT DBMS to include customer name and address information in the ALI database in conjunction with the ALI feature provided to the E911 customer. Trunking configurations in these circumstances must be negotiated on a case-by-case basis within the limitations of the local 9-1-1 service network and the E911 customer's PSAP equipment which may, or may not, be provided by SWBT.

3.0 Methods and Practices

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the State Commission that apply to the provision of 911 and E911 Service.

4.0 Contingency

- 4.1 The Parties agree that the 911 service is provided for the use of the 911 customer, and recognize the authority of the 911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and ALLTEL. The terms and conditions of this Attachment represent a negotiated plan for providing 911 service, for which ALLTEL must obtain documentation of the 911 customer's approval. ALLTEL will provide such documentation to SWBT prior to use of ALLTEL's 911 connection for actual emergency calls.
- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of ALLTEL's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:
Account Manager-911
ALLTEL Account Team
Southwestern Bell Telephone Company
6th Floor
4 Bell Plaza
Dallas, Texas 75202
214-464-2498 (Phone); 214-858-0281 (FAX);

ALLTEL representative:
Ms. Carmen Bryant
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202

4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the 911 customer orders changes to the 911 service that necessitate revision of this Attachment.

5.0 Basis of Compensation

5.1 Compensation to SWBT for provision of connection to 911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.

5.2 For computation in Addendum II, during the initial *12 month period* that SWBT provides ALLTEL connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

5.3 Charges will begin on the date connection to E911 service commences.

6.0 Monthly Billing

6.1 SWBT will render to ALLTEL monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and ALLTEL will make payment in full within thirty (30) days from the date of the bill.

7.0 Indemnification

7.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Addendum I to Attachment 15: 911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator				
	LSP Telco ID		CLLI Code	
			"Connect Signal" Digits ⁽⁴⁾	
911 Database Manager	LSP Service Area Definition		1-1	
		ETST Code	# 911 Trunks Requested	
Switch Site Contact			"Default" PSAP	Requested Service Date
SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE (see legend below)
E911 Features Required:				
# of 911 Trunks from LSP:				
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 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				
			Date Prepared	

ATTACHMENT E911

**ADDENDUM II
BASIS OF COMPENSATION**

This Addendum II is attached to and made a part of Attachment 15: E911.

The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for ALLTEL exchanges and the feature configurations shown in Addendum I. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; . TO-98-115

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00

- non-SWBT PSAP	\$83.60	\$85.00
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B. The following trunk charges will be paid to SWBT for each E911 control office to which ALLTEL connects. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; *TO-98-115*.

Trunk Charge - Channel (Each)

Monthly Recurring

\$85.00 per trunk

Nonrecurring

\$170.00 per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 Protection of Service and Property

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
 - 1.1.1 Restricting access to ALLTEL equipment, support equipment, systems, tools and data, or spaces which contain or house ALLTEL equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to ALLTEL employees and its agents based on ALLTEL providing a list of authorized personnel. If escorted, ALLTEL employees and authorized agents must present identification required by SWBT.
 - 1.1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive ALLTEL collocated space.
 - 1.1.3 Complying at all times with mutually agreed to ALLTEL security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain ALLTEL equipment or equipment enclosures.
 - 1.1.4 Allowing ALLTEL to inspect or observe spaces which house or contain ALLTEL equipment or equipment enclosures after such time as SWBT has turned over the collocation area to ALLTEL and to furnish ALLTEL with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured ALLTEL space.
 - 1.1.5 Provide card access, coded locks or keyed locks providing security to the exclusive ALLTEL collocated space that is unique to that space.
 - 1.1.6 Ensuring that the area which houses ALLTEL's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.

- 1.1.7 Limiting the keys used in SWBT's keying systems for cages which contain or house ALLTEL equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with ALLTEL to allow escort opportunity. SWBT will change locks at ALLTEL's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.
- 1.1.8 Where ALLTEL requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house ALLTEL equipment or equipment enclosures.
- 1.1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house ALLTEL equipment or equipment enclosures.
- 1.1.10 Providing prompt notification to designated ALLTEL personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.2 ALLTEL and SWBT further agree to:
 - 1.2.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
 - 1.2.2 Installing controls:
 - to disconnect a user for a pre-determined period of inactivity on authorized ports;
 - 1. to protect customer proprietary information; and,
 - 2. to databases to ensure both ongoing operational and update integrity.
 - 1.2.3 Logical Security:
 - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
 - 3. agreeing to comply with such computer security requirements as the parties shall set based upon mutual agreement.
- 2.0 **Revenue Protection**
 - 2.1 SWBT will make available to ALLTEL to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.

- 2.2 SWBT will provide to ALLTEL the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 Law Enforcement Interface

- 3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance 24 hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a 24 hour contact number to administer this process.

ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay ALLTEL liquidated damages in the event of a Specified Performance Breach as defined in this Attachment. This Attachment 17 contains Performance Criteria which would apply to resold services, stand alone unbundled network elements (UNEs) and unbundled network elements, if and when SWBT provides combination of such UNEs. By this Attachment, SWBT is not agreeing to combine UNEs, but is agreeing to performance criteria which would apply in the event SWBT later provides combinations.

1.0 Definitions

- 1.1 When used in this Attachment 17, the following terms will have the meanings indicated:
 - 1.1.1 Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.
 - 1.1.2 Performance Measurements means the set of measurements listed in all of Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.
 - 1.1.3 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement.
 - 1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in Section 1.1.4.4 by any of the degrees of variance as described below.
 - 1.1.4.1 Where monthly performance by SWBT for ALLTEL on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.
 - 1.1.4.2 SWBT performance on a single measurement for ALLTEL that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of \$25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to ALLTEL exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

- 1.1.4.3 SWBT performance for ALLTEL on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of \$75,000 payable for each such month; Conversely, if in a single month, the performance provided to ALLTEL exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.
- 1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.
- 1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:
 - Pre-Ordering
 - 1.1.4.4.1 Average response time for OSS Pre-Order Interfaces
 - Ordering and Provisioning
 - A. Completions
 - POTS & UNE POTS Loop and Port Combinations
 - 1.1.4.4.2 Average installation interval
 - 1.1.4.4.3 Percent SWBT Caused Missed Due Dates
 - 1.1.4.4.4 Delay Days for Missed Due Dates
 - 1.1.4.4.5 Percent No Access
 - Specials and UNE Specials Loop and Port Combination
 - 1.1.4.4.6 Average installation interval

1.1.4.4.7 Percent SWBT Caused Missed Due Dates

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

1.1.4.4.10 Average Response Time for Loop Make-Up Information.

B. Order Accuracy

1.1.4.4.11 Percent POTS Installation Reports Within 10 Days

1.1.4.4.12 Percent Specials Installation Reports Within 30 Days

1.1.4.4.13 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.14 Percent Firm Order Completions received within "x" hours

1.1.4.4.15 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.16 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.17 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.18 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.19 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.20 Receipt to Clear Duration

1.1.4.4.21 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.22 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.23 Mean Time to Restore

1.1.4.4.24 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.25 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.26 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.27 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.28 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.29 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.30 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.31 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.32 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

F. 1.1.4.4.33 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.34 Percent of Billing Records Transmitted Correctly

- 1.1.4.4.35 Any Measurement listed below that is provided on an aggregate basis by SWBT (Reported for SWBT and CLECs combined) that in the future if SWBT provides the service such that SWBT differentiates itself from the CLEC, then SWBT would provide ALLTEL with the information related to ALLTEL and SWBT as well as the aggregate CLEC data.

2.0 **Specified Performance Standards**

- 2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 **Occurrence of a Specified Performance Breach.**

In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

4.0 **Liquidated Damages**

- 4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, these amounts are referred to as "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages

constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

- 6.1 SWBT will not levy a separate charge for provision of the data to ALLTEL called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by ALLTEL, data files of ALLTEL raw data are to be transmitted by SWBT to ALLTEL on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.
- 6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in Section 5.1 above.
- 6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in

Section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred).

- 6.5 ALLTEL and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that ALLTEL requests such consultation and the issues raised by ALLTEL have not been resolved within 45 days after ALLTEL's request for consultation, then SWBT will allow ALLTEL to have an independent audit conducted, at ALLTEL's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. ALLTEL may not request more than one audit per twelve calendar months under this section. This section does not modify ALLTEL's audit rights under other provisions of this Agreement.
- 6.6 Should SWBT at some future date purchase local services from ALLTEL, the Parties will negotiate performance measures to be provided to SWBT.
- 7.0 **Remedial Plans**
- 7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to ALLTEL a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:
- 7.1.1 SWBT reports performance for ALLTEL on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or
- 7.1.2 SWBT reports performance for ALLTEL on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.
- 8.0 **Initial Implementation; Data Review**
- 8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after ALLTEL first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

- 8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

- 9.0.1 All UNE combination measurements listed below will apply if and when SWBT combines the elements for the CLEC.
- 9.0.2 When SWBT does not combine elements for CLECs, some measurements below may not apply and additional measurements may be required to be developed based upon the access provided by SWBT to CLECs for the purpose of combining elements. Additional measurements required based upon the access given to CLECs for combining elements are subject to arbitration or dispute resolution by the Missouri Commission.
- 9.0.2.1 For UNE combination measurements that do not apply, liquidated damages are not applicable.
- 9.0.2.2 Liquidated damages for the following measurements will not apply unless the measurement for the CLEC includes at least thirty individual data points.

9.1 Pre-Ordering

9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

1. Address Verification	Datagate:	80% 5 sec	90% 7 sec
	Verigate:	80% 5 sec	90% 7 sec
2. Request For Telephone Number	Datagate:	80% 4 sec	90% 6 sec
	Verigate:	80% 4 sec	90% 6 sec
3. Request For Customer Service Record (CSR)	Datagate:	80% 6 sec	90% 8 sec

	Verigate:	80% 7 sec	90% 10 sec
4. Service Availability			
	Datagate:	80% 3 sec	90% 5 sec
	Verigate:	80% 11 sec	90% 13 sec
5. Service Appointment Scheduling (Due Date)			
	Datagate:	80% 2 sec	90% 3 sec
	Verigate:	80% 2 sec	90% 3 sec
6. Dispatch Required			
	Datagate:	80% 17 sec	90% 19 sec
	Verigate:	80% 17 sec	90% 19 sec

Calculation - $[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: ALLTEL and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - $[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name (CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

7. Address Verification
DataGate: <5, <7, and >7
Verigate: <5, <7, and >7
8. Request For Telephone Number
DataGate: <4, <6, and >6
Verigate: <4, <6, and >6
9. Request For Customer Service Record (CSR)
DataGate: <6, <8, and >8
Verigate: <7, <10, and >10
10. Service Availability
DataGate: <3, <5, and >5
Verigate: <11, <13, and >13
11. Service Appointment Scheduling (Due Date)
DataGate: <2, <3, and >3
Verigate: <2, <3, and >3
12. Dispatch Required
DataGate: <17, <19, and >19
Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

- 9.1.4 Note: ALLTEL and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.2 Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - $[(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - $(\# \text{ N,T,C orders installed within "x" business days} \div \text{Total N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - $(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - $\text{Count of FW N,T,C orders that are no accessed} \div \text{Total number of FW N,T,C orders}$.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

92.7 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{[(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)]}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - $[(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days
 2 Wire Analog and Digital and INP (11-20) – 7 Days
 2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days
 Switch Ports - Analog Port - 2 Days
 Switch Ports - BRI Port (1-50) - 3 Days
 Switch Ports - BRI Port (50+) - 5 Days
 Switch Ports - PRI Port (1-20) - 5 Days
 Switch Ports - PRI Port (20+) - 10 Days

DS1 Trunk Port (1 to 10) – 3 days
 DS1 Trunk Port (11 to 20) – 5 Days
 DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
 Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
 Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - $\sqrt{[(\text{individual installation interval} - \text{mean installation interval})^2 / (\text{number of orders in the sample} - 1)]}$

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - $(\text{Count of N,T,C orders not completed by the committed due, excluding customer caused misses} \div \text{Total number of N,T,C orders}) * 100$

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.12 Measurement – Average Response Time for Loop Make-Up Information

Definition – The average time required to provide loop qualification for DSL.

Calculation – $\text{Sum of (Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received) / Total number of loop qualifications.}$

Report Structure - Reported for DSL by CLEC, all CLECs and SWBT.

B. Order Accuracy

9.2.13 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - $(\text{Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion} \div \text{Total N,T,C orders (excludes trouble reports received on the due date)}) * 100$

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.14 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - $(\text{Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion} \div \text{Total N,T,C orders (excludes trouble reports received on the due date)}) * 100$

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.15 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

9.2.16 Measurement - Provisioning Accuracy

Definition - % of orders installed without error.

Calculation - (Count of orders completed without error ÷ total orders) * 100

Report Structure - Reported by individual CLEC, all CLECs and SWBT.

C. Order Status

9.2.17 Measurement - % Firm Order Confirmations (FOCs) received within "x" hours.

Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.

All Res. And Bus. < 24 Hours
Complex Business (1-200) < 48 Hours
Complex Business (200+) - negotiated
UNE Loop (1-49 Loops) < 24 Hours
UNE Loop (> 50 Loops) - 48 Hours
Switch Ports < 24 hours

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is

considered to be at the time the due date is negotiated and is not included in the calculation.

9.2.18 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.

Calculation - $[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of FOCs})$

Report Structure - Reported for CLEC and all CLECs.

9.2.19 Measurement - Percent Mechanized Rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes executes every two hours between 6:00 AM and 12:00 AM.

Definition - % mechanized rejects returned 1 hour of the start of the EDI/LASR batch process.

Calculation - $(\# \text{ mechanized rejects returned within 1 hour} \div \text{Total rejects}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 2 hour interval above is subject to change as the EDI polling time frame changes. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

9.2.20 Measurement - Average Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject.

Calculation - $[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})]/(\# \text{ of Orders Rejected})$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval to send a reject will be within 97% within 1 hour PON. The parties will negotiate in good faith and reserve the right to bring this issue in front of the commission through dispute resolution in the future for real time rejects.

- 9.2.21 Measurement - Percent Mechanized Completions Returned Within 1 hour upon the successful execution of the SORD (BU340) batch cycle which updates the order status, indicating a completion notice. The batch process executes at the following times: 9:00 am, 12:00 noon, 3:00 pm, 6:00 pm, 10:30 pm.

Definition - % mechanized completions returned within 1 hours for EDI and LEX.

Calculation - $(\# \text{ mechanized completions returned to CLEC within 1 hour} \div \text{Total completions}) * 100$

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes.

- 9.2.22 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion.

Calculation - $[(\text{Date and Time of Notice Of Completion Issued to the CLEC}) - (\text{Date and Time of Work Completion})] / (\# \text{ of Orders Completed})$

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

The standard interval for returning completion will be >97% received within 1 hour of order completion. The 1 hour interval is subject to change as the EDI polling time frame changes.

D. Held Orders

- 9.2.23 Measurement - % Company Missed Due Dates Due To Lack Of Facilities

Definition - % N,T,C orders with missed committed due dates due to lack of facilities

Calculation - $\text{Total N,T,C orders with missed committed due dates due to lack of facilities} \div \text{Total N,T,C orders}$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

- 9.2.24 Measurement - Delay Days for Missed Due Dates Due to Lack of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.

Calculation - $(\text{Completion date} - \text{Committed order due date}) / (\# \text{ of posted orders})$

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

9.2.25 Measurement - Percent Flow Through

Definition - % of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.

Calculation - $(\# \text{ of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT} \div \text{total orders sent})$

Report Structure - Reported for CLEC, all CLECs and SWBT for POTS (Broken out by Resale and UNE loop+Port), Specials (Resale and UNE loop+Port), and UNE)

9.3 Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations

9.3.1 Measurement - Receipt To Clear Duration

Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).

Calculation - $[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports.}$

Report Structure – Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

Out of Service - Dispatch

Out Of Service - No Dispatch

Affecting Service - Dispatch

Affecting Service - No Dispatch

9.3.2 Measurement - Standard Deviation of Receipt To Clear Intervals

Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{[(\text{individual receipt to clear interval} - \text{mean receipt to clear interval})^2 / (\text{number of trouble reports in the sample} - 1)]}$

Report Structure - Broken out by Resale and UNE loop+Port. Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:

Out of Service - Dispatch

Out Of Service - No Dispatch

Affecting Service - Dispatch

Affecting Service - No Dispatch

9.3.3 Measurement - % Out Of Service (OOS) < 24 Hours

Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).

Calculation - $\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{Total number of OOS trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop+Port.

Specials and UNE Specials Loop and Port Combination

9.3.4 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

9.3.5 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\text{sqrt}[(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)]$

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop+Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.3.6 Measurement - Mean Time To Restore

Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Calculation - $[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{Total network customer trouble reports.}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport (all types in pricing schedule) by dispatch and no dispatch.

9.3.7 Measurement - Standard Deviation of Mean Time To Restore Intervals

Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - $\sqrt{(\text{individual time to restore interval} - \text{mean time to restore interval})^2 / (\text{number of trouble reports in the sample} - 1)}$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport(all types in pricing schedule) by dispatch and no dispatch.

9.3.8 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation - $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{Total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

9.3.9 Measurement - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).

Calculation - $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report}) \div (\text{Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports})$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.3.10 Measurement - Percent Specials and UNE Specials with Loop and Port Combination

Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.11 Measurement - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule).

C. Report Rate

9.3.12 Measurement - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.

Calculation - Count of customer trouble reports ÷ (total lines ÷ 100)

Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater. Broken out by Resale and UNE loop and Port Combination.

9.3.13 Measurement - Specials and UNE Specials with Loop and Port Combination Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits.

Calculation - $\text{Count of network trouble reports} \div (\text{Total circuits} \div 100)$

Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale and UNE loop and Port Combination.

9.3.14 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.

Calculation - $\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)$

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) and Dedicated Transport (all types in pricing schedule)

D. Appointments Missed

9.3.15 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.

Calculation - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{Total trouble reports}) * 100$.

Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch. Broken out by Resale and UNE loop and Port Combination.

9.3.16 Measurement - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time for company reasons.

Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100

Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

9.3.17 Measurement - POTS & UNE POTS with Loop and Port Combinations Percent No Access

Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.

Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT retail. Broken out by Resale and UNE loop and Port Combination.

9.4 General

A. System Availability

9.4.1 Measurement - OSS Interface availability

Definition - Percent of time OSS interface is available compared to scheduled availability.

Calculation - (# Scheduled system available hours ÷ unscheduled system unavailable hours) * 100

Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability. When any new system is available, the parties will negotiate in good faith to develop associated performance measurements.

The following will be the standard for availability for all systems except EASE. EASE will have a parity measurement since SWBT uses EASE for its retail operation.

Availability > 99% for Datagate, Verigate, LEX, EDI, and RAF applications. This availability measurement includes the front end applications and does not include the legacy systems. Parity applies for the legacy systems since SWBT uses the legacy systems in its retain operation.

B. Center Responsiveness

9.4.2 Measurement - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time.

Calculation - $\text{Total number of calls answered by the LSC within a specified period of time} \div \text{Total number of calls answered by the LSC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.3 Measurement - LSC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - $\text{Total queue time} \div \text{Total calls}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC).

9.4.4 Measurement - LOC Grade Of Service (GOS)

Definition - % of calls answered by the LOC within a specified period of time.

Calculation - $\text{Total number of calls answered by the LOC within a specified period of time} \div \text{Total number of calls answered by the LOC}$

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau).

9.4.5 Measurement - LOC Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Total queue time ÷ Total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail (Repair Bureau).

C. Billing Timeliness

9.4.6 Measurement - Billing Accuracy

Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills.

A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.

Report Structure - Reported for aggregate of SWBT and CLECs.

9.4.7 Measurement - Percent of Accurate and Complete Formatted Mechanized Bills

Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.

Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.8 Measurement - Percent Of Billing Records Transmitted Correctly

Definition - Measures % of billing records transmitted correctly on the usage extract feed.

Calculation - (Count of billing records transmitted correctly with complete information and proper formatting ÷ total billing records transmitted) * 100

Report Structure - Reported for CLEC, and all CLECs.

9.4.9 Measurement - Billing Completeness

Definition - % of service orders on the bill for the current bill period.

Calculation - (Count of service orders included in current applicable bill period ÷ Total service orders in current applicable bill period) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.4.10 Measurement - Billing timeliness

Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT).

Calculation - (Count of bills released on time ÷ Total number of bills released) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT.

9.5 Operator Services and Directory Assistance

9.5.1 Measurement - Directory Assistance Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.2 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - (Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.3 Measurement - Operator Services Grade Of Service

Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds.

Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.5.4 Measurement - Operator Services Average Speed Of Answer

Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - (Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls

Report Structure - Reported for the aggregate of SWBT and CLECs. IF SWBT changes its OS/DA platform to differentiate between CLECs and itself, SWBT will provide this measurement broken out by CLEC and itself.

9.6 Interconnect/Unbundled Elements and Combos

9.6.1 Measurement -- Mean Network Performance Parity

SWBT agrees to provide to ALLTEL testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.2 Measurement -- Standard Deviation of Network Performance Parity

SWBT agrees to provide to ALLTEL testing data available to SWBT. SWBT agrees to negotiate in good faith to provide reports and jointly develop the measurements for this category. Either party may bring this issue to the commission via the dispute resolution process.

9.6.3 Measurement - Availability of STP Links

Definition – This measurement will provide the number of minutes or seconds the STP link was unavailable on an incidence basis.

Report Structure – The following will be reported by incidence for SWBT, CLEC, and all CLECs.

9.6.4 Measurement – Database accuracy

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database accuracy. Either party may bring this issue to the commission via the dispute resolution process.

9.6.5 Measurement – Mean time for database query

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database queries. Either party may bring this issue to the commission via the dispute resolution process.

9.6.6 Measurement – Mean Time for database updates

SWBT agrees to provide ALLTEL data available to SWBT. The parties agree to continue to negotiate in good faith to develop measurements for database updates. Either party may bring this issue to the commission via the dispute resolution process.

9.6.7 Measurement – Mean PDD for calls routed to CLEC OS/DA Platform

Definition – This measurement will provide the delay for the caller from the time the caller requests OS/DA to the time the call is routed to the correct trunk group to reach the CLEC OS/DA platform.

Report Structure – ALLTEL and SWBT will jointly develop a sampling process to determine the PDD for customized routed calls. Either party may bring this issue, if no agreement is reached to the commission, via the dispute resolution process.

- 9.6.8 When Electronic Jeopardy Notification and order acknowledgment is implemented between the parties, SWBT will provide the mean and standard deviation for time to provide jeopardies or other mutually acceptable measurement.

**ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING
INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT and ALLTEL's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

- 1.1 SWBT and ALLTEL may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number, or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 ALLTEL may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

2.0 Service Provided

- 2.1 SWBT and ALLTEL agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to ALLTEL for the sole purpose of providing DA services.
- 2.11 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

- 2.1.2 The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release their respective published directory assistance subscriber listing information, SWBT will notify ALLTEL of such failure or denial and will provide ALLTEL with the name of the ITC or LSP. In that case, ALLTEL agrees to deal directly with the ITC or LSP.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

- 3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

- 4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8.0 Pricing

- 8.1 The Parties will supply their customer listing information to each other at no charge.
- 8.2 Non-published Emergency Directory Assistance Listing Service: \$2.10 per call
- 8.3 These rates established above in Sections 8.1 and 8.2 , are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and ALLTEL's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which ALLTEL may also provide local exchange telephone service, and ALLTEL wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 ALLTEL also desires distribution to ALLTEL's Customers of the White Pages directories that include listings of ALLTEL's customers.
- 1.3 SWBT will make available to ALLTEL, for ALLTEL Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all ALLTEL end users located within the local directory scope. SWBT will include ALLTEL local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 ALLTEL will furnish to SWBT subscriber listing information pertaining to ALLTEL end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 ALLTEL may provide ALLTEL's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.
- 2.4 ALLTEL will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. ALLTEL's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information.
- 2.5 At least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide ALLTEL a verification list of ALLTEL's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory

Delivery Address (DDA) information for each ALLTEL end user. ALLTEL will review this verification list and will submit to SWBT any necessary additions, deletions or modifications at least thirty (30) days of receipt of the list from SWBT.

- 2.6 Publication schedules for the White Pages: SWBT will provide to ALLTEL the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where ALLTEL is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 At least sixty (60) days prior to the directory close, ALLTEL will provide to SWBT written specification of the total number of directories that ALLTEL will require, along with the number of directory(ies) that each ALLTEL end user will require.
- 2.8 At ALLTEL's request, SWBT will deliver White Pages directories to ALLTEL end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.
- 2.9 At its option, ALLTEL may purchase up to eight (8) single-sided customer information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, ALLTEL will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with ALLTEL's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.10 SWBT will include ALLTEL specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to ALLTEL on such page will be 1/8th page in size. In order to have such information published, ALLTEL will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (ALLTEL will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

ALLTEL authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4.0 Pricing:**4.1 White Pages Listing, Book and Delivery:**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to ALLTEL	Price Per Book Copy Delivered to ALLTEL End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00
Excelsior Springs	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jefferson County	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Kennett	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake of the Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Boonville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Caruthersville	\$1.26	\$2.81	\$75.59	\$10.00
Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
Missouri's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Monett	\$1.26	\$2.81	\$75.59	\$10.00
Portageville	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

¹ Subject To Availability

- 4.2 The prices contained in Section 4.0 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

- 5.1 The subscriber listing information will remain the property of ALLTEL. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

6.0 Term

- 6.1 This Attachment will continue in force until terminated by 60 days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by ALLTEL, and will promptly return such subscriber listing information to ALLTEL.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including ALLTEL; and,

WHEREAS, ALLTEL wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

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

2.0 Qualifying Message Criteria

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

3.0 Responsibilities Of The Parties

- 3.1 ALLTEL agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or ALLTEL exchange but are to be billed to an end user in a second LEC's or ALLTEL exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

- 3.2 ALLTEL agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. ALLTEL will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.
- 3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 ALLTEL will timely furnish to SWBT all CH Records required by SWBT to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SWBT will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4.0 Processing Charge

- 4.1 ALLTEL agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of ALLTEL.

5.0 Billing Charge

- 5.1 ALLTEL agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT, when SWBT bills the message.

6.0 Settlement Report

- 6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and ALLTEL. These reports list the (a) amounts owed by ALLTEL for billing messages originated by others; (b) amounts due to ALLTEL for ALLTEL-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7.0 Retroactive and Lost Messages

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete

responsibility of the originating LEC or ALLTEL. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or ALLTEL will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8.0 Limitation Of Liability

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

9.0 DISCLAIMER OF WARRANTIES

- 9.1 SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with ALLTEL in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding ALLTEL's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.
- 1.4 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.7 At a minimum, in those Metropolitan Exchange Areas where ALLTEL intends to provide local exchange service, ALLTEL shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable ALLTEL and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. If ALLTEL is unable to acquire NXX codes due to number exhaust in a NPA, ALLTEL and SWBT will work to identify an alternative method for identifying the jurisdictional nature of traffic. However, if no alternative is agreed to prior to March 31, 1998, then the alternative mechanism proposed

by AT&T using the "Originating LEC NECA Code Field" and "Traffic Type Field" in SWBT's "92-99" billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

2.0 NXX Migration (LERG Reassignment)

- 2.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

3.0 Pricing

- 3.1 The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:
- 3.2 If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

NXX Migration:
\$12,940.00 per NXX.

ATTACHMENT 22: DA-FACILITIES BASED

SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for ALLTEL as a facilities based switch provider.

1.0 Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to ALLTEL's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of ALLTEL's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to ALLTEL's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where ALLTEL can furnish Automatic Number Identification (ANI) from ALLTEL's customers to SWBT's switch and where ALLTEL obtains DA service from SWBT.
- 1.4 ALLTEL commits that SWBT's provision of DACC does not interfere with any contractual arrangement that ALLTEL has with another operator services provider. ALLTEL agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to ALLTEL under this Attachment.

2.0 Definitions - The following terms are defined as set forth below:

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding/Rate Reference

- 3.1.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being ALLTEL. SWBT will offer Call Branding of Operator Services in the name of ALLTEL. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. ALLTEL will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by AT&T). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote ALLTEL's rates. When an ALLTEL caller requests a quotation of rates, ALLTEL will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines that there must be a separate cost based rate for this functionality. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that ALLTEL pays for operator services and Directory Assistance calls.
- 3.1.2 ALLTEL will provide SWBT with the specific branding phrase to be used to identify ALLTEL. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to ALLTEL's end users, as required by Section 226(b)(1)(C) of the Act. Rate information will be provided under the following terms and conditions:

- 3.2.1 ALLTEL will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.
- 3.2.2 ALLTEL will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. ALLTEL acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 3.2.3 In all cases when SWBT receives a rate request from an ALLTEL end user, SWBT will quote the Directory Assistance rates provided by ALLTEL.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for ALLTEL in those exchanges where ALLTEL elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to ALLTEL customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current ALLTEL customer listing information in SWBT's DA database.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between ALLTEL and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.0 Responsibilities of ALLTEL

- 6.1 ALLTEL will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the ALLTEL serving office, in a mutually agreed upon format and media.

- 6.2 ALLTEL will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.
- 6.3 ALLTEL will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. ALLTEL will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

7.0 Pricing

- 7.1 The following rates will apply for each service element:

7.1.1 Directory Assistance (DA)

Rate per DA call: \$.401*

*Lowest existing intercompany compensation rate as of 8/28/96

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$.24*

*Lowest existing intercompany compensation rate as of 8/28/96

7.2 Call Branding

The following prices for branding of ALLTEL DA calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by AT&T.

An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load: \$2,325.00

Rate per load for subsequent change: \$2,325.00

- 7.3 When an ALLTEL caller requests a quotation of rates, ALLTEL will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines that there must be a separate cost based rate for this functionality. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In

accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.0 Monthly Billing

- 8.1 SWBT will render monthly billing statements to ALLTEL for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this appendix are contained in the general Terms and conditions portion of the Agreement.

10.0 Terms of Attachment

- 10.1 When ALLTEL desires to customize route Directory Assistance and such routing capability is not currently technically available, ALLTEL agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and ALLTEL chooses not to customize route the DA calls, ALLTEL agrees that SWBT will be the sole provider of DA for one year from the date that ALLTEL designates SWBT as ALLTEL's provider of DA. ALLTEL may choose a longer term up to the end of the term of the Interconnection Agreement.

ATTACHMENT 23: OS-FACILITIES BASED

**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for ALLTEL as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 Services - SWBT will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where ALLTEL has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 Call Types - SWBT will provide to ALLTEL the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
- 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
 - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering. ALLTEL agrees to obtain all necessary compensation arrangements between ALLTEL and participating carriers.

2.7 Call Branding/Rate Reference

- 2.7.0 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being ALLTEL. SWBT will offer Call Branding of Operator Services in the name of ALLTEL. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. ALLTEL will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by AT&T). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.
- 2.7.1 Rate reference is the process by which an operator, either live or recorded, will quote ALLTEL's rates. When an ALLTEL caller requests a quotation of rates, ALLTEL will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines that there must be a separate cost based rate for this functionality. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that ALLTEL pays for operator services and Directory Assistance calls.
- 2.7.2 ALLTEL will provide SWBT with the specific branding phrase to be used to identify ALLTEL. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 2.8 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to ALLTEL's end users, as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 2.8.1 ALLTEL will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when the are to be provided by SWBT.

2.8.2 ALLTEL will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. ALLTEL acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

2.8.3 In all cases when SWBT receives a rate request from an ALLTEL end user, SWBT will quote the Operator Services rates provided by ALLTEL.

3.0 Other Operator Assistance Services

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls To Operator - To the extent ALLTEL's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. ALLTEL will provide to SWBT the community's associated with ALLTEL's NXX(s).

3.4 Calling Card - Calls billed to an ALLTEL proprietary calling card (0+ or 0- access) will be routed via transfer to the ALLTEL operator.

4.0 Responsibilities of SWBT

4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

4.2 Facilities necessary for SWBT to provide Operator Services to ALLTEL will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

- 4.4 SWBT will accumulate and provide ALLTEL such data as necessary for ALLTEL to verify traffic volumes and bill its customers.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between ALLTEL and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.0 Responsibilities of ALLTEL

- 6.1 ALLTEL will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the ALLTEL serving office, in a mutually agreed upon format and media.
- 6.2 ALLTEL will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 ALLTEL will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include ALLTEL's rate quotation tables and any other information required by SWBT. ALLTEL will provide the initial data by a date mutually agreed to between ALLTEL and SWBT. ALLTEL will keep this data current using procedures mutually agreed to by ALLTEL and SWBT. ALLTEL will provide all data and changes to SWBT in the mutually agreed to format(s).

7.0 Pricing

- 7.1 The following rates will apply for each service element:

7.1.1 Fully Automated Call Processing

Rate per completed automated call: \$0.173*

*Lowest existing intercompany compensation rates as of 8/28/96.

7.1.2 Operator-Assisted Call Processing

Rate per actual work second: \$ 0.20*

*Lowest existing intercompany compensation rates as of 8/28/96.

7.2 Call Branding

The following prices for branding of ALLTEL OS calls are subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 or any other decision rendered the Missouri Commission by December 31, 1998 in a proceeding initiated by AT&T. An initial non-recurring charge applies per trunk group for the establishment of Call Branding.

Rate per initial load:	\$2,325.00
Rate per load for subsequent change:	\$2,325.00

- 7.3 When an ALLTEL caller requests a quotation of rates, ALLTEL will pay the wholesale discounted charge applicable to operator services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines that there must be a separate cost based rate for this functionality. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.0 **Monthly Billing**

- 8.1 SWBT will render monthly billing statements to ALLTEL, and remittance in full will be due within thirty (30) days of receipt.

9.0 **Liability**

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

10.0 **Terms of Attachment**

- 10.1 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, ALLTEL agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to ALLTEL in such end offices for the period of time mutually agreed to by the Parties. When ALLTEL desires to customize route Operator Services and such routing capability is not currently technically available, ALLTEL agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for each end office for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and ALLTEL chooses not to customize route the OS calls, ALLTEL agrees that SWBT will be the sole provider of OS for one year from the date ALLTEL designates SWBT as ALLTEL's provider of OS. ALLTEL may choose a longer term up to the end of the term of the Interconnection Agreement.

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by ALLTEL when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

1.0 Definitions

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and ALLTEL via the CMDS host.
- 1.4 Data Transmission - the forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to ALLTEL via the CMDS host.
- 1.5 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).

- 1.7 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - the creation of individual EMR formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - the sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to ALLTEL for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 1.11 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 1.13 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.