

PAGE 2 INSTRUCTIONS CONTINUED -

2. TYPE OF ACTIVITY

N - SHOULD BE ENTERED TO ESTABLISH A LIDB SERVICE CAN ALSO BE ENTERED TO ADD ADDITIONAL POINT CODES TO AN EXISTING SERVICE

C - SHOULD BE ENTERED TO ADD POINT CODES TO OR DELETE POINT CODES FROM AN EXISTING SERVICE

D - SHOULD BE ENTERED TO COMPLETELY DISCONNECT AN EXISTING SERVICE

S - SHOULD BE ENTERED TO MAKE A CHANGE ON A CURRENT ORDER PRIOR TO THE COMPLETION DATE (i.e., CHANGE DUE DATE, CORRECT POINT CODE(S), ETC.)

3. BILLING ACCOUNT NUMBER (BAN)

THE SWBT BILLING ACCOUNT NUMBER OF THE VALIDATION SERVICE AND/OR THE CALLING NAME SERVICE

IF THE ORDER IS FOR NEW SERVICE, THIS FIELD WILL BE BLANK

4. CUSTOMER ORDER CONTACT...

A CONTACT WITH THE CUSTOMER THAT THE CPOC CAN COORDINATE WITH FOR THE DESIRED DUE DATE OR CORRECTIONS TO AN ORDER.

5. CUSTOMER TECHNICAL CONTACT...

A TECHNICAL CONTACT WITH THE CUSTOMER THAT THE SWBT SNAC CAN COORDINATE WITH FOR THE PROVISIONING OF THE SERVICE.

6. CPOC SERVICE REP....

THE SWBT CPOC SERVICE REPRESENTATIVE THAT NEGOTIATES THE ORDER WILL ENTER THEIR NAME AND CONTACT INFORMATION.

7. SWBT CKR AND TWO SIX CODE

THIS INFORMATION WILL BE OBTAINED BY THE LIDB CUSTOMER FROM THEIR ORDER TO ESTABLISH THEIR CCS/SS7 INTERCONNECTION SERVICE OR FROM THEIR CCS/SS7 INTERCONNECTION SERVICE PROVIDER. THERE WILL ALWAYS BE FOUR LINKS FOR ACCESS TO THE LIDB.

INSTRUCTIONS FOR PAGES 3 & 4 -

LIDB HAS THREE QUERY SERVICES: VALIDATION, CALLING NAME (CNAM), AND ORIGINATING LINE NUMBER SCREENING (OLNS)

THERE IS NOT A SPECIFIC NUMBER OF POINT CODES REQUIRED FOR ANY LIDB SERVICE. THE LIDB CUSTOMER CAN SUBMIT AS MANY COPIES OF PAGES 3 & 4 AS REQUIRED FOR THEIR POINT CODES PER REQUEST.

THE VALIDATION, CNAM, AND OLNS WILL BE ESTABLISHED ON A SINGLE BILLING ACCOUNT. IF THE LIDB CUSTOMER WOULD LIKE SEPARATE BILLING ACCOUNTS, THEN SEPARATE BANs MUST BE REQUESTED (i.e. "ESTABLISH SEPARATE BILLING ACCOUNTS") IN THE BILLING ACCOUNT NUMBER FIELD ON PAGE 2. IF AN EXISTING LIDB CUSTOMER WANTS TO ESTABLISH THEIR LIDB CNAM ON A SEPARATE BILLING ACCOUNT, THEN THE LIDB CUSTOMER SHOULD ENTER "NEW BAN (OR SEPARATE BAN) FOR THE LIDB CNAM SERVICE" IN THE BILLING ACCOUNT NUMBER FIELD ON PAGE 2. THE SAME WILL APPLY FOR A SEPARATE BAN FOR OLNS. IN ORDER TO SET UP SEPARATE BILLING ACCOUNTS, THE POINT CODES FOR THE LIDB VALIDATION, CNAM, AND OLNS SERVICES CANNOT BE THE SAME. THE CUSTOMER WILL USE BOTH PAGES 3 & 4 TO SUBMIT THEIR POINT CODES SEPARATELY FOR SEPARATE BILLING ACCOUNTS.

1. LIDB VALIDATION SERVICE _____ CALLING NAME SERVICE _____
ORIGINATING LINE NUMBER SCREENING _____

ENTER A CHECK MARK OR AN "X" TO INDICATE WHICH OF THE LIDB SERVICES THE ORDER FORM IS REQUESTING TO ESTABLISH OR DELETE. IF ALL LIDB SERVICES ARE REQUESTED ON THE SAME ORDER, THE POINT CODES FOR EACH SERVICE MUST BE LISTED ON SEPARATE PAGES. THIS WILL ENABLE SWBT TO APPLY THE CORRECT NONRECURRING CHARGES.

2. ACTIVITY TYPES

IF A LIDB CUSTOMER NEEDS TO CHANGE AN EXISTING OPC ON AN ESTABLISHED ACCOUNT, THE "D" SHOULD BE USED TO INDICATE THE OPC CHANGING FROM AND THE "N" SHOULD BE USED TO INDICATE THE OPC CHANGING TO.

PAGES 3 & 4 INSTRUCTIONS CONTINUED -

LIST OF ORIGINATING POINT CODES AND ACTIVITY TYPE

ACTIVITY TYPES: N - ESTABLISHING OR ADDING NEW POINT CODE(S)
D - DELETE EXISTING POINT CODE(S)

PLEASE NOTE IN THE FOLLOWING EXAMPLES, THE ORDER FORM ACTIVITY IS THE ENTRY FROM
PAGE 2, NUMBER 3. THIS IS NOT THE ACTIVITY TYPE.

EXAMPLE 1 - ORDER FORM ACTIVITY IS "N" TO ESTABLISH A NEW ACCOUNT AND SERVICE

ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>N</u>	<u>XXX-XXX-XXX</u>	<u>N</u>	<u>XXX-XXX-XXX</u>

EXAMPLE 2 - ORDER FORM ACTIVITY IS "C" TO CHANGE AN EXISTING POINT CODE OR TO ADD A NEW
POINT CODE AND DELETE AN EXISTING POINT CODE

ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>N</u>	<u>XXX-XXX-XXX</u>	<u>D</u>	<u>XXX-XXX-XXX</u>

EXAMPLE 3 - ORDER FORM ACTIVITY IS "D" TO DISCONNECT THE ACCOUNT AND THE SERVICE

ACT. TYPE	ORIGINATING POINT CODES:	ACT. TYPE	ORIGINATING POINT CODES:
<u>D</u>	<u>XXX-XXX-XXX</u>	<u>D</u>	<u>XXX-XXX-XXX</u>

THE REMARKS SECTION MAY BE UTILIZED BY SWBT OR THE LIDB CUSTOMER.

THE DATE AND TIME RECEIVED WILL BE ENTERED BY THE SWBT CPOC UPON RECEIPT OF THE FORM.

AFTER THE FORM HAS BEEN COMPLETED, IT SHOULD BE MAILED OR FAXED TO THE SWBT ICSC IN
ST. LOUIS, MISSOURI.

APPENDIX DA

APPENDIX DA

DIRECTORY ASSISTANCE SERVICE

This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Directory Assistance Services (DA Services) for CLEC ("CLEC").

I. SERVICES

SWBT will provide the following DA Services:

- A. **DIRECTORY ASSISTANCE (DA)** - consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to CLEC's end users who dial 411 or NPA+555+1212 and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices.
- B. **DIRECTORY ASSISTANCE CALL COMPLETION (DACC)** - an optional service in which SWBT completes a call to the requested number on behalf of CLEC's end user, utilizing an automated voice system or with operator assistance. SWBT agrees to provide DA with DACC upon request.
- C. **Directory Assistance - Nationwide Listing Service (NLS)** - an optional service in which SWBT provides listed telephone information (name, address, and telephone numbers) for residential, business, and government accounts throughout the 50 states to CLEC end users who dial 411.

II. DEFINITIONS

The following terms are defined as set forth below:

- A. **Non-List Telephone 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.
- B. **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.
- C. **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.

- D. Call Branding - the procedure of identifying a providers name audibly and distinctly to the consumer at the beginning of each DA Services call, and prior to completion of a DACC request.

III. CALL BRANDING AND RATE REFERENCE REQUIREMENTS

- A. Requirements - Where SWBT provides CLECs OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SWBT is only providing DA service on behalf of the CLEC, specific DA branding can be provided upon request. Such branding will be provided pursuant paragraph B. below.

- B. Call Branding - SWBT will brand DA in CLEC's name based upon the criteria outlined below:

1. CLEC will provide SWBT with written specification of its company name to be used in creating CLEC specific branding messages for its DA calls.
2. An initial non-recurring charge applies per brand, per TOPS switch, for the establishment of Call Branding as well as a charge per subsequent changes to the brand per TOPS switch. In addition, a per call charge applies for every DA call handled by SWBT on behalf of CLEC when such services are provided in conjunction with: i) the purchase of SWBT's unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk. Prices for Call Branding are as outlined in Exhibit II, attached hereto and incorporated herein.

- C. Directory Assistance (DA) Rate/Reference Information - SWBT will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

1. CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA Services are to be undertaken.
2. CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
3. In all cases when a SWBT Operator receives a rate request from a CLEC end user, SWBT will quote the applicable DA rates as provided by CLEC.

4. An initial non-recurring charge will apply for loading of CLEC's Operator Services Rate/Reference Information as well as a charge for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

- D. **Local Number Portability** - It is necessary for CLEC to advise SWBT Operator Services when importing a number from outside of CLECs defined NPA NXX(s). This notification is required for SWBT to correctly brand and rate calls from such numbers.

IV. **RESPONSIBILITIES OF THE PARTIES**

- A. SWBT will be the sole provider of DA Services for CLEC's local serving area(s) listed in Exhibit I, which is attached to this Appendix, beginning on the service effective date also shown in Exhibit I.
- B. CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should CLEC seek to provide interexchange DA Service under this agreement it is responsible for ordering the necessary facilities. Nothing in this agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- C. Facilities necessary for the provision of DA Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities. CLEC shall bear the costs of facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. SWBT shall bear the cost of facilities and equipment necessary to provide DA Services.
- D. CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the DA Services are to be undertaken, all end user listing records and information required by SWBT to provide the DA Services.
- E. CLEC will provide SWBT timely updates to the OS questionnaire when changes are necessary. CLEC will send the DA listing records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- F. SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its end users.

- G. CLEC will indicate on the Operator Services questionnaire its intent to utilize Local Number Portability.

V. METHODS AND PRACTICES

SWBT will provide the DA Services to CLEC's end users in accordance with SWBT's DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

VI. PRICING

Pricing for DA Services shall be based on the rates specified in Exhibit II, PRICING, which is attached hereto and made part of this Appendix. The prices will apply from the service effective date through the term of this agreement as specified in paragraph X., A. below. Beyond the specified term of this Appendix, SWBT may change the prices for the provision of DA Services upon one hundred-twenty (120) days' notice to CLEC.

VII. MONTHLY BILLING

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

VIII. LIABILITY

The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. CLEC also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

IX. TERMS OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for a period of _____ year(s) from the effective date of this agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If CLEC terminates this agreement prior to the agreed-upon term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term.

Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.

- C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.

X. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT I

APPENDIX DA - FACILITIES BASED

DIRECTORY ASSISTANCE SERVICES EXCHANGE LIST

EFFECTIVE: _____

(mm/dd/yr)

The following table depicts the services and exchanges covered by this Appendix:

[illegible]

EXHIBIT II
APPENDIX DA
MISSOURI
PRICING - FACILITIES BASED

EFFECTIVE: _____
(mm/dd/yr)

The following rates will apply for each service element:

<p>A. DIRECTORY ASSISTANCE (DA)</p> <p>This usage rate applies to each DA call.</p> <p style="text-align: right;">Rate per call</p>	<p style="text-align: center;">\$0.401</p>
<p>B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)</p> <p>This usage rate applies to each DA call that has been completed to the requested number.</p> <p style="text-align: right;">Rate per completed call</p>	<p style="text-align: center;">\$0.240</p>
<p>C. DIRECTORY ASSISTANCE - NATIONWIDE LISTING SERVICE</p> <p>This usage rate applies to each NLS call.</p> <p style="text-align: right;">Rate per call</p>	<p style="text-align: center;">TBD</p>
<p>D. CALL BRANDING</p> <p>An initial non-recurring charge applies per TOPS switch, per brand, for the establishment of Call Branding. An additional non-recurring charge applies per TOPS switch, per brand, for each subsequent change to the branding announcement. Where DA is provided in conjunction with unbundled local switching, a per call charge also applies.</p> <p style="text-align: right;">Rate per initial load Rate per load for Brand change Per Call¹</p>	<p style="text-align: center;">\$1,718.00 \$1,718.00 \$0.0425</p>
<p>E. DA SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies per TOPS switch, per rate schedule, for the initial load of Carrier's DA Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule, for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load Rate per subsequent rate change Rate per subsequent reference change</p>	<p style="text-align: center;">\$1,939.29 \$716.47 \$716.47</p>

¹ Applicable when Directory Assistance Services are provided in conjunction with: i) unbundled local switching; and ii) when multiple brands are required on a single Operator Services trunk.

APPENDIX DAL

APPENDIX DAL

**MUTUAL LICENSE AND COMPENSATION AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS**

This appendix contains the terms and conditions under which SWBT and CLEC agree to the mutual licensing of subscriber listing information, as follows:

PREAMBLE

1. SWBT and CLEC each own and maintain databases containing the subscriber listing information (name, address and published telephone number, or an indication of "non-published status") of their respective telephone subscribers.
2. SWBT uses the subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA to obtain such information.
3. Inasmuch as SWBT provides DA service under contract for other Local Exchange Carriers (LECs) and Competitive Local Exchange Carriers, (CLECs), SWBT's databases also contain subscriber listing information for other LEC and CLEC end users.
4. CLEC wishes to provide DA service to its end users located in the CLEC's service area, and therefore, wishes to load its databases with subscriber listing information pertaining to SWBT's subscribers residing in CLEC's service area.
5. In order to maintain the completeness of its DA databases and its DA service, SWBT wishes to receive from CLEC subscriber listing information pertaining to CLEC's end users residing in SWBT's service area.
6. Now therefore, in consideration of these premises, SWBT and CLEC agree to license to each other certain subscriber listing information contained in each party's database, under the following terms and conditions:

I. SERVICE PROVIDED

- A. SWBT and CLEC shall license to each other the subscriber listing information of their end users for the exchanges listed in Attachment A (SWBT exchanges) and (CLEC exchanges). With respect to SWBT listings, SWBT will be referred to as "Licensor" and CLEC will be referred to as "Licensee." With respect to CLEC listings, CLEC will be referred to as "Licensor" and SWBT will be referred to as "Licensee." In the case of end users who have non-published listings, Licensor shall provide to Licensee the end user's name and address and an indicator that

shows the nonpublished status of the listing. Licensor shall not provide the non-published end user's telephone number.

- B. Should a Licensee's end user calling DA request a nonpublished listing and indicate that an emergency situation exists, the Licensor shall attempt to contact the nonpublished subscriber and relay the calling party's name and number to this customer. This service will be provided at the rates established under Section VII., B. (Non-Published Emergency Message Service) of this Appendix. At least two attempts shall be made to deliver this information to the nonpublished customer.
- C. Licensor shall provide to Licensee published subscriber listing information contained in Licensor's database pertaining to subscribers of all LECs and CLECs that have granted Licensor written authorization to release such subscriber listing information to the Licensee.
- D. Licensor and Licensee shall exchange subscriber listing information in a mutually acceptable format. Licensee shall provide Licensor a minimum of sixty (60) days notice prior to the date when the initial exchange of listing information is to occur.

II. USE OF SUBSCRIBER LISTING INFORMATION

- A. Licensee may use the subscriber listing information licensed and provided pursuant to this Appendix for the sole purpose of providing traditional voice DA services.
- B. Upon termination of the Agreement, Licensee shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by Licensor, and shall promptly return such subscriber listing information to Licensor.

III. ASSIGNMENT

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

IV. BREACH OF CONTRACT

In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fifteen (15) days notice, until the other Party's breach is remedied. Upon such termination of license rights, the breaching Party shall immediately cease use of the subscriber listing information.

V. LIABILITY

- A. Neither Party makes any express or implied warranties whatsoever regarding the correctness of the subscriber listing information provided to the other Party. Neither Party will be held liable for any errors or omissions in or arising out of the other party's use of such information; provided, however, that each Party warrants that the subscriber listing information it licenses to the other Party shall be identical to the data it uses to provide DA service.
- B. Licensee hereby releases the Licensor from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Appendix, or by reason of delay in providing the subscriber listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- C. Licensee shall indemnify, protect, save harmless and defend the Licensor (or Licensor's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to Licensor supplying subscriber listing information, or any actual error or omission. Licensee shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Licensee and Licensor, and/or against Licensor alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, the Licensor may, at its option, assume and undertake its own defense, or assist in the defense of the Licensee, in which event the Licensee shall reimburse Licensor for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Licensee shall not enter into any settlement of any such demand, claim or suit without the prior written consent of the Licensor.

VI. TERM OF CONTRACT

This Appendix shall continue in force until terminated by one hundred-twenty (120) days prior written notice by either Party to the other.

VII. COMPENSATION

- A. Licensee shall compensate the Licensor for the reciprocal licensing of subscriber listing information. Prices for the per listing initial load, and the per listing update are shown on the attached rate sheet entitled "DIRECTORY ASSISTANCE RATES". Each addition, deletion, or change to the subscriber listing information constitutes an "update listing."
- B. Licensee shall compensate the Licensor for Non-Published Emergency Message Service at a price per message shown on the attached rate sheet entitled "DIRECTORY ASSISTANCE RATES".

VIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX DAL - ATTACHMENT A

[illegible]

DIRECTORY ASSISTANCE RATES

MISSOURI	
Directory Assistance	
- DA - Per Call	\$0.401
- DACC - Per Call	\$0.240
- Non Pub Emergency Service	\$2.10
Branding - Facility Based	
- Initial Load	\$1,718.00
- Subsequent Load	\$1,718.00
- Per Call (Line # based*)	\$0.0425
Branding - Resellers	
- Initial Load	\$1,072.00
- Subsequent Load	\$1,072.00
- Per Call	\$0.0425
External Rater - Facility Based	
- Initial Load	\$1,939.29
- Subsequent Rater Load	\$716.47
- Subsequent Reference Load	\$716.47
External Rater - Resellers	
- Initial Load	\$1,538.54
- Subsequent Rater Load	\$623.37
- Subsequent Reference Load	\$623.37
Directory Assistance Listings (DAL)	
- Initial Load, per listing	\$0.0585
- Updates, per listing	\$0.0585
- Non-Pub Emergency Message Service	\$2.10

*When unbundled switching is used or where more than one brand required on the same trunk group

APPENDIX DCO

APPENDIX DCO

EXCHANGE:

Direction ¹	CLEC Location ²	DCO ³	NIP ⁴ [Insert address and V&H below]	Interconnection Method

¹ This column will be completed by indicating the direction of the terminating traffic (e.g., either CLEC to SWBT or SWBT to CLEC.)

² **CLEC LOCATION** - The address of the CLEC Location that will house CLEC's interconnection equipment and through which SWBT will terminate traffic on the CLEC's network.

³ **DESIGNATED CONNECTING OFFICE (DCO)** - The address of the SWBT end office or tandem through which the CLEC will terminate traffic on SWBT's network.

⁴ **NETWORK INTERCONNECTION POINT or "NIP"** - The NIP is the location where SWBT and CLEC facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from CLEC to SWBT and going from SWBT to CLEC could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the DCO. When SWBT and an CLEC agree to interconnect with a Mid-Span Fiber Interconnection (MSFI) the NIP is the location where the fiber of SWBT and the fiber of the CLEC is connected, unless both Parties agree that the NIP is defined otherwise. Where the physical interface occurs at the CLEC location the NIP for that interconnection shall be located at the CLEC location.

APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX DIRECT

APPENDIX DIRECT

DIRECT ACCESS AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS

This Appendix sets forth the terms and conditions under which SWBT provides electronic access to its Directory Assistance database.

I. SERVICE

Direct Access allows CLECs access to SWBT's Directory Assistance ("DA") database (which includes residence, business, and government listings) for the sole purpose of providing voice DA to CLEC's end user. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers is not allowed. SWBT will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

CLEC may receive Direct Access from SWBT's host switches, which are located in St. Louis, Oklahoma City, Dallas, Houston, Kansas City, Little Rock, Ft. Worth and San Antonio, for Options 1 and 2 below. Option 3 is available only for SWBT's host switches in Dallas, Houston, Oklahoma City or St. Louis. CLEC may use the following three options to receive Direct Access:

- A. Option 1, a diagram of which is attached as Exhibit I, allows the CLEC to provision an Operation Service Center ("OSC") with Direct Access from SWBT's Traffic Operator Position ("TOPS") switch. With this access method, CLEC shall equip itself with Nortel Multi-Purpose Positions ("MP") or Nortel MPX positions. Option 1 shall allow the CLEC Operator to release the DA call to a SWBT audio system, the Nortel Interactive Voice System ("IVS").

Option 1A, a diagram of which is attached as Exhibit 1A, makes available to the CLEC, who chooses to install MPX-1WSS operator workstations, additional SWB TOPS Open Position Protocol (OPP) software. The OPP software, ASN Routers (at the OSC and the D1 engine location), Sync and Token Ring Cards will be provisioned by SWB and the CLEC will bear the cost of this hardware and software, plus the appropriate Engineering, Furnish and Installation (EF&I) charges incurred by SWB. The serving D1 engine location will require, in increments of one hundred-twenty (120) MPX-1WSS CLEC Operator workstations, two (2) Asynchronous Routers (ASN), with Sync and Token Ring cards. Each pair of ASN Routers will support up to six (6) Token Rings. Each Token Ring supports up to 20 MPX-1WSS workstations.

- B. Option 2, a diagram of which is attached as Exhibit II, allows the CLEC to receive Direct Access via a CLEC owned DMS200 TOPS Host switch, a LUCENT 5ESS OSPA switch or any other Operator Services switch type with Call Processing Data Link ("CPDL"). CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide audio and offer DACC.
- C. Option 3, a diagram of which is attached as Exhibit III, allows the CLEC to receive Direct Access through the Electronic White Page ("EWP") node via a modem and a personal computer (PC). Details shall be provided to CLEC by SWBT if this option is chosen. Switched audio capability and DACC are not available with Option 3.

II. DEFINITIONS

Attachment 1, which is attached hereto, and is made a part hereof, contains definition of terms used in this Appendix.

III. RESPONSIBILITIES OF SWBT

- A. SWBT shall provide and maintain its own Directory One ("D1") equipment to furnish DA services to CLEC for all SWBT listings.
- B. SWBT shall provide DA listings to CLEC from its current DA records and in accordance with SWBT's methods, practices, and procedures.
- C. For Option 1, the SWBT host switch shall distinguish and route the call to the CLEC's OSC.
- D. When Option 1 is used, SWBT shall produce Bellcore standard Automated Message Accounting ("AMA") billing records for the CLEC to use in billing the end user for the DA call.
- E. SWBT shall provide CLEC access to the same listing information that is available to its own operators.
- F. SWBT shall maintain the same level of system performance for CLEC as it provides to itself.

IV. RESPONSIBILITIES OF CLEC

- A. CLEC shall submit requests for Direct Access in writing to SWBT. Requests for Direct Access will be pursuant to the Bona Fide Request Process as outlined in Appendix BFR.
- B. When Option 1 is selected, CLEC shall acquire, at its own expense, its own TOPS MP or MPX positions and provision its OSC from the appropriate SWBT's TOPS Host switch for CLEC's serving area. SWBT shall provision the ASN Routers (with sync and token ring cards) at the D1 Network Interface. The CLEC will bear the cost of all hardware and software it acquires for this Option, and shall reimburse SWBT for the ASN Routers, plus Engineering, Furnish and Installation charges.
- C. When Option 1 or 1A is chosen, the CLEC shall provide voice and data circuits from the serving SWBT's host switch to the CLEC's OSC.
- D. When Option 2 is chosen and CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining certification including payment of any applicable license fees from Nortel. SWBT shall supply D1 hardware and software i.e., (two (2) ADAX cards per 9,000 Busy Hour calls) to provision Option 2. SWBT shall bear the cost of this hardware and software, but the CLEC will be responsible for EF&I charges.
- E. The CLEC shall only access Option 3 through an X.25 network.

V. RESPONSIBILITIES OF BOTH PARTIES

The Party providing the circuit between CLEC's office and SWBT's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC. If additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SWBT, and CLEC will reimburse SWBT for the cost, plus EF&I.

VI. BILLING

SWBT shall bill Options 1, 1.A., and 2 in accordance with SWBT's IBIS system. SWBT shall bill Option 3 through a Mechanized Special Bill Process.

VII. USE OF SUBSCRIBER LISTING INFORMATION

CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local voice DA for its own end user customers.

VIII. ASSIGNMENT

The subscriber listing information accessed shall remain the property of SWBT. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

IX. TERM OF CONTRACT AND RATE STRUCTURE

Upon CLEC's request, and pursuant to the terms and conditions herein, SWBT will set rates and other appropriate criteria for provision of Direct Access to CLEC under the procedures outlined in Appendix Network Element Bona Fide Request.

The following types of rates shall apply to Direct Access, and shall be finalized, and actual rates shall be set by individual case basis procedures.

A. Service Establishment

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

B. Direct Access Database Service

CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

C. Direct Access Per Search

CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from SWBT's listing database.

X. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related

to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**ATTACHMENT 1
DEFINITION OF TERMS**

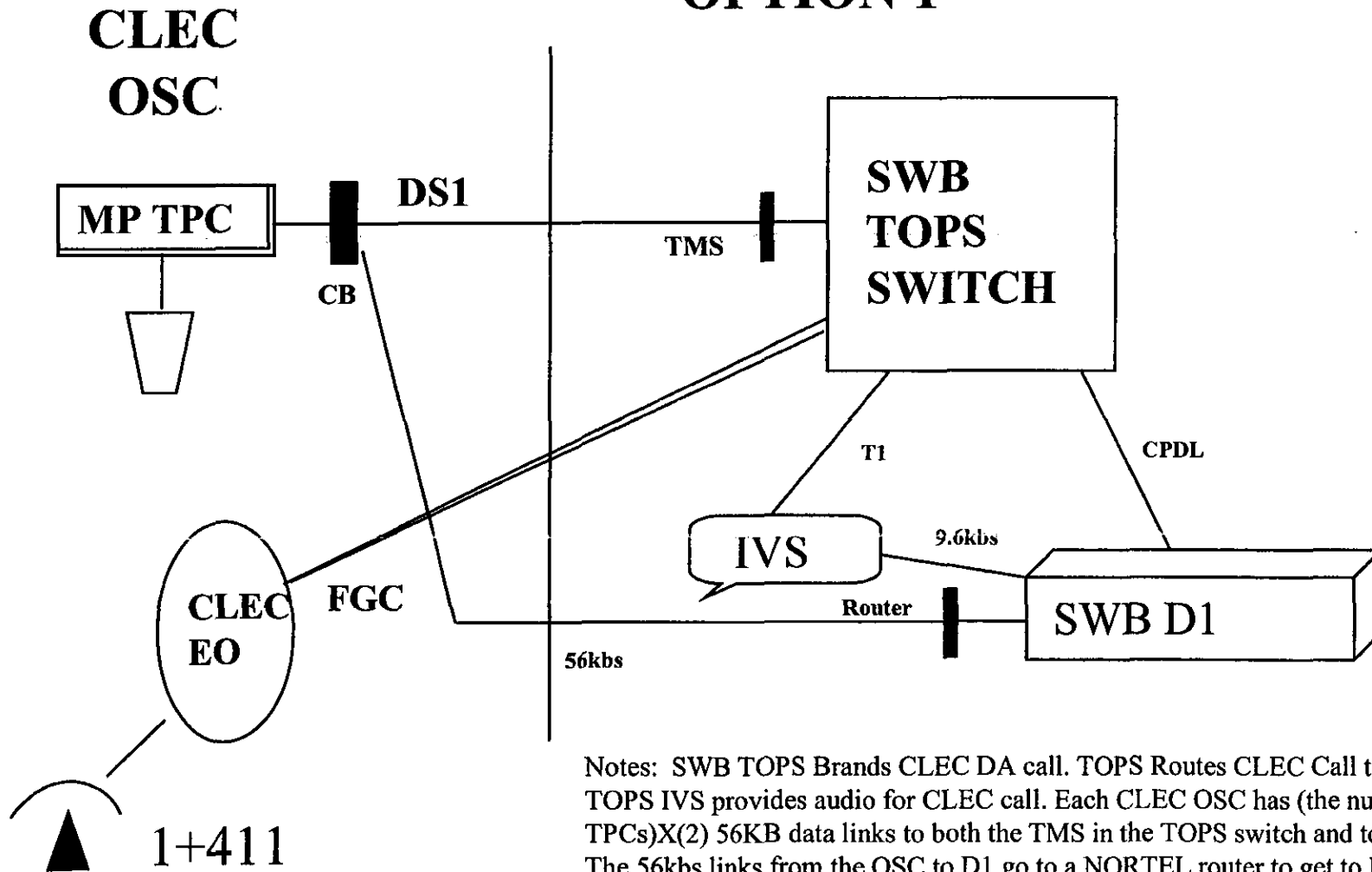
As used herein, the following terms shall be defined and set forth below:

1. **Automated Message Accounting (AMA)** - Billing detail recordings in the switch.
2. **Call Processing Data Link - (CPDL)** -
3. **Data Terminating Equipment (DTE)** - A terminal attached to a data network as an end user node.
4. **Digital Multiplexing Switch (DMS 200)** - DMS performs base call processing functions and supports service capabilities.
5. **Directory Assistance Call Completion (DACC)** - DACC is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the DA operator.
6. **Directory One (D1)** - D1 offers directory search applications built on a standard operating software environment.
7. **Directory One Call Control** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
8. **Electronic White Pages (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
9. **Interactive Voice System (IVS)** - Peripheral off the switch that provides interactive audio.
10. **Multi Purpose Position (MP or MPX)** - Operator Workstations.
11. **Non-Published Number (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.
12. **Operator Service Center (OSC)** - Physical location of the Operators/workstations.
13. **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
14. **Queue Management System (QMS)** - Supports up to 255 unique queues on calls to operator positions.

15. **Traffic Operating Position System (TOPS)** - Performs base call processing functions and support service capabilities.

DIRECT ACCESS TO DA CLEC OSC OPTION 1

APPENDIX DIRECT-EXHIBIT I
SWBT/NAVIGATOR
TELECOMMUNICATIONS, L.L.C.
PAGE 1 OF 4



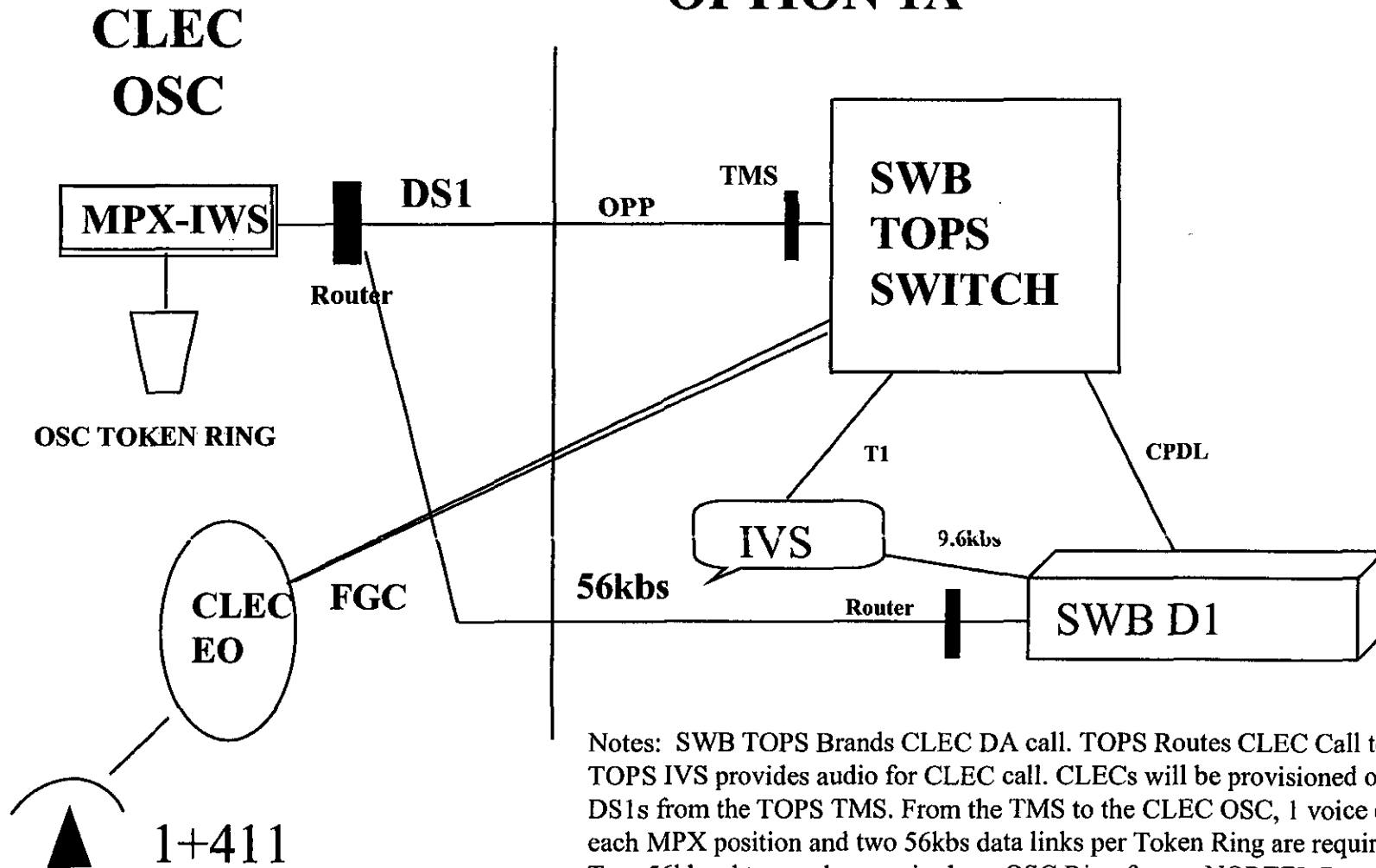
Notes: SWB TOPS Brands CLEC DA call. TOPS Routes CLEC Call to CLEC OSC. TOPS IVS provides audio for CLEC call. Each CLEC OSC has (the number of TPCs)X(2) 56KB data links to both the TMS in the TOPS switch and to D1. The 56kbs links from the OSC to D1 go to a NORTEL router to get to D1. Four voice circuits from each TPC to the TMS is also required. The channel bank (CB) at the CLEC OSC will serve to distribute the DSOs to the OSCs individual TPCs. Each TPC supports 4 MP positions.

DIRECT ACCESS TO DA

CLEC OSC

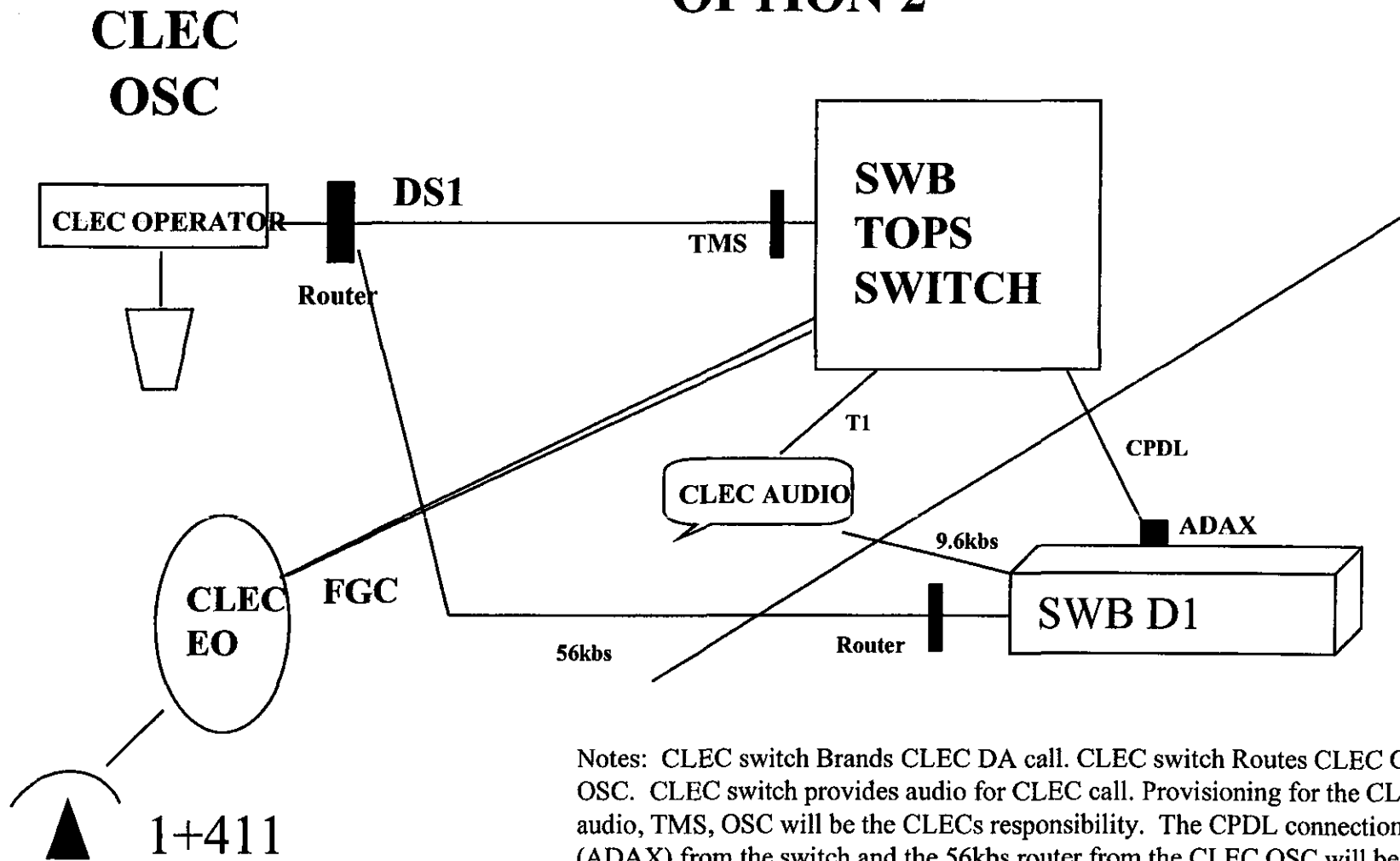
OPTION 1A

APPENDIX DIRECT-EXHIBIT 1A
SWBT/NAVIGATOR
TELECOMMUNICATIONS, L.L.C
PAGE 2 OF 4



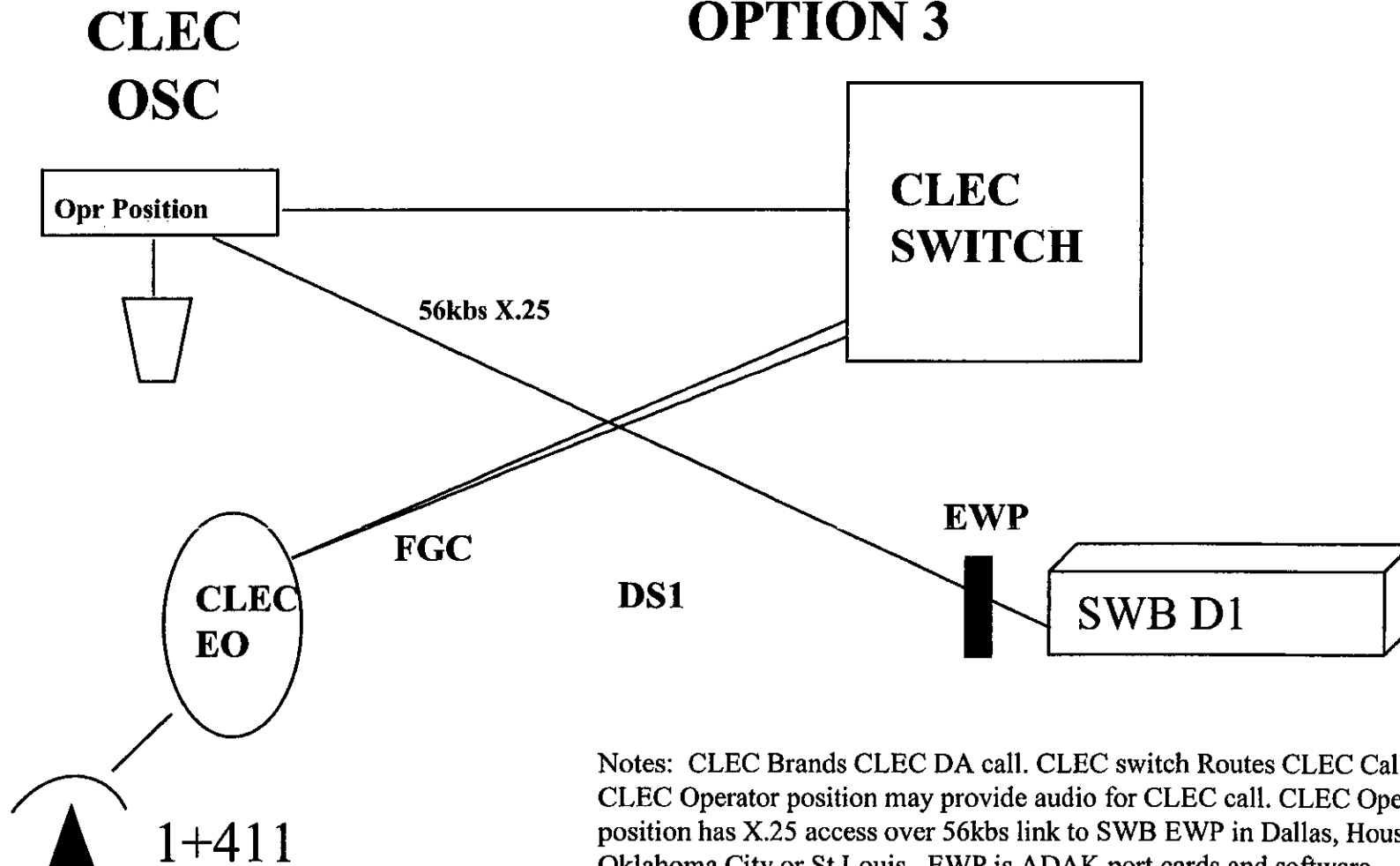
Notes: SWB TOPS Brands CLEC DA call. TOPS Routes CLEC Call to CLEC OSC. TOPS IVS provides audio for CLEC call. CLECs will be provisioned off TOPS via DS1s from the TOPS TMS. From the TMS to the CLEC OSC, 1 voice circuit per each MPX position and two 56kbs data links per Token Ring are required. Two 56kbs ckts are also required per OSC Ring from a NORTEL Router at the OSC to a NORTEL router to get D1. Each TOKEN RING at the CLEC OSC supports up to 20 MPXs.

DIRECT ACCESS TO DA CLEC SWITCH ACCESS OPTION 2



Notes: CLEC switch Brands CLEC DA call. CLEC switch Routes CLEC Call to CLEC OSC. CLEC switch provides audio for CLEC call. Provisioning for the CLEC switch, audio, TMS, OSC will be the CLECs responsibility. The CPDL connections to D1 (ADAX) from the switch and the 56kbs router from the CLEC OSC will be provisioned at the SWB D1 location by SWB. The router at the CLEC OSC will need to be the same brand and model as the SWB router at the SWB D1.

DIRECT ACCESS TO DA NON-SWITCH EWP ACCESS OPTION 3



APPENDIX DSL

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	UNBUNDLED DSL-CAPABLE LOOP OFFERINGS.....	3
3.	PRE-QUALIFICATION OF LOOPS.....	8
4.	LOOP QUALIFICATION	8
5.	SERVICE PERFORMANCE	9
6.	MAINTENANCE.....	10
7.	PROVISIONING AND INSTALLATION	10
8.	SPECTRUM MANAGEMENT.....	11
9.	RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES	12
10.	RESERVATION OF RIGHTS.....	12
11.	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	13

**APPENDIX DSL
(Digital Subscriber Line ("DSL")-Capable Loops)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for providing DSL services in Southwestern Bell Telephone Company (SWBT).
- 1.2 As used herein, SWBT means the above listed ILEC doing business in Missouri, Oklahoma, Kansas, Arkansas and Texas.
- 1.3 The term digital subscriber line (DSL) describes various technologies and services. SWBT's unbundled DSL loop offerings are set forth below for CLECs to use in conjunction with their desired DSL technologies and equipment to provision DSL services to their end-user customers. The parties will comply with the FCC's rules on spectrum compatibility and management that enable the reasonable and safe deployment of advanced services prior to the development of industry standards. SWBT shall publish Technical Publications for the purpose of communicating current standards and their application within the PSTN, as set forth in paragraph 72 of FCC Order 99-48 (rel. March 31, 1999) CC Docket No. 98-147.

2. UNBUNDLED DSL-CAPABLE LOOP OFFERINGS

- 2.1 DSL-Capable Loops used with DSL Technology which complies with Existing Industry Standards:
 - 2.1.1 All loops listed in this category support technologies which conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R4). CLEC's transmission rate over these DSL Capable Loops shall not be limited, except as may be required to conform to the power and spectrum parameters set forth in the ANSI draft standard. Each PSD referenced below is intended to include all parameters of its representative Spectrum Management Class, as found in the ANSI draft standard.
- 2.2 PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology (PSD #1 VLS Capable Loop) supports:
 - 2.2.1 2-Wire Digital "ISDN Digital Subscriber Line" (IDSL) technology: Separate charges relating to loop qualification and optional conditioning will not apply to these loops since they are ordered and designed under the current 2-Wire Digital Loop offering

(which complies with ANSI standard T1.601), as found in Appendix UNE of this Agreement.

- 2.2.2 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL) at some operating speeds used to provision SDSL: Loop Qualification and optional conditioning as described below are applicable to this 2-Wire VLS Capable Loop for which a copper only facility is ordered.
- 2.3 PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology (PSD #2 LS Capable Loop): The PSD #2 LS Capable Loop supports some operating speeds of technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #2 LS Capable Loop.
- 2.4 PSD #3 Capable Loop – Mid-band Symmetric Technology (PSD #3 MS Capable Loop) supports:
 - 2.4.1 2-Wire Mid-band Symmetric Technology (PSD #3 2-Wire MS Capable Loop): The PSD #3 2-Wire MS Capable Loop supports various 2-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 2-Wire MS Capable Loop.
 - 2.4.2 4-Wire Mid-band Symmetric Technology (PSD #3 4-Wire MS Capable Loop): The PSD #3 4-Wire MS Capable Loop supports various 4-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 4-Wire MS Capable Loop.
- 2.5 PSD #4 Capable Loop – 2 Wire High-band Symmetric Technology (PSD #4 HS Capable Loop): The PSD #4 HS Capable Loop supports 2-wire HDSL-2 technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #4 HS Capable Loop.
- 2.6 PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology (PSD #5 ADSL-Capable Loop): The PSD #5 ADSL Capable Loop supports the transmission of ADSL technologies which comply with current national standards (ANSI T1.413-1998). Although the current national standard provides for the use of echo cancellation in some situations, ANSI T1E1.4 has determined that echo canceled ADSL systems interfere with other echo canceled and non-echo canceled systems,

thus reducing the reach of all DSL services. Therefore, SWBT and CLEC agree that echo-cancellation will not be deployed on the 2-Wire ADSL Capable Loop. Loop Qualification and optional conditioning as described below are applicable to the PSD #5 ADSL Capable Loop.

2.7 PSD #7 2-Wire Capable Loop – 2-Wire Short Reach Very High-band Symmetric Technology (PSD #7 SRVHS Capable Loop): The PSD #7 SRVHS Capable Loop supports 2-wire SDSL technologies operating above 784kbps. CLEC shall use the PSD #7 SRVHS Capable Loop in a manner consistent with ANSI T1E1.4/99-002 (R4). Loop Qualification and optional conditioning as described below are applicable to the PSD #7 SRVHS Capable Loop.

2.8 Other Industry Standard DSL-capable loops: If an industry standards body adopts other national standard technologies (PSDs) for which SWBT does not have an existing supporting loop as defined above, SWBT will provide a loop capable of supporting the new technology for CLEC as follows:

2.8.1 If the new technology requires the use of a 2-wire or 4-wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide CLEC a loop capable of supporting the new technology at the same rates listed for the appropriate 2-wire and 4-wire loops and associated loop conditioning as needed. SWBT will supply CLEC with the appropriate ordering procedures within fifteen (15) business days of CLEC's request for a loop capable of supporting the new technology.

2.8.2 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology. If negotiations fail, disputes between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9 Non-Standard DSL-Capable Loops:

2.9.1 Approved or successfully deployed non-standard DSL technologies:

In addition to DSL capable loops referenced in subsection 2 above, non-standard DSL technologies which have been approved by the FCC or any state commission or which have been successfully deployed by any carrier without significantly degrading the performance of other services are presumed acceptable for deployment. SWBT will provide a loop capable of supporting a new, non-standard technology approved by a commission or successfully deployed for the CLEC as follows: If the new technology requires the use of a 2-Wire or 4-Wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide CLEC a loop capable of supporting the new technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. SWBT will supply CLEC with the appropriate ordering procedures within fifteen (15) business days of CLEC's request for a loop capable of supporting the new technology.

2.9.1.1 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire DSL Capable Loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology and for loop qualification and conditioning if needed. If negotiations fail, dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology, shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9.2 Other non-standard DSL technologies: CLEC may deploy new technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the CLEC can demonstrate to the state commission that the particular technology

will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on the CLEC to make the appropriate showing.

2.9.2.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory for such evaluation.

2.9.2.2 If it is demonstrated that the new technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC under the same terms and conditions as set forth in subsection 1 above.

2.9.3 Each party agrees that should it cause any non-standard DSL technologies described in Sections 2.9.1 and 2.9.2 above to be deployed or used in connection with or on SWBT facilities, that Party (the Indemnifying Party) will assume full and sole responsibility for any damage, service interruption or other telecommunications service degradation affects and will indemnify the other Party (the Indemnified Party) for any damages to the Indemnified Party's facilities, as well as any other claims for damages, including but not limited to direct, indirect or consequential damages made upon the Indemnified Party by any provider of telecommunications services or telecommunications user (other than any claim for damages or losses alleged by an end-user of the Indemnified Party for which the Indemnified Party shall have sole responsibility and liability), when such arises out of, or results from, the use of such non-standard DSL technologies by the Indemnifying Party. Further, the Indemnifying Party agrees that it will undertake to defend the Indemnified Party against and assume payment for all costs or judgments arising out of any such claims made against the Indemnified Party.

2.9.4 For such non-standard DSL technologies deployed under sections 2.9.1 and 2.9.2 above, once national ANSI standards are adopted, CLECs shall begin the process of bringing its deployed DSL technologies into compliance with such new standards within thirty (30) calendar days and shall complete the transition within one hundred eighty (180) calendar days.

2.9.5. Until such time the FCC defines the term more precisely, "significantly degrade" is defined as an action that noticeably impairs a service from a user's perspective. FCC Order 99-48, Paragraph 66.

3. PRE-QUALIFICATION OF LOOPS

- 3.1 SWBT will make available the capability for CLECs to pre-qualify loops on a mechanized basis through enhancements to Verigate/Data Gate OSS interfaces. In order to obtain access to this OSS functionality, CLEC must have the applicable rates, terms and conditions for such OSS in its Agreement. PSD #1 Capable Loops which are ordered as 2-wire digital loops will not require or benefit from this process as they are qualified for use on any facility designed to support ISDN. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. Loop makeup and spectrum inventory data are not available through this process. This is an optional service at no cost to the CLEC.
- 3.2 In the event CLEC desires a manual pre-qualification arrangement, SWBT will negotiate a rate, along with terms and conditions for handling such inquiries on a manual basis.

4. LOOP QUALIFICATION

- 4.1 SWBT will use a loop qualification process (Loop Qualification) in connection with provisioning DSL Capable Loops requiring spectrum management and "copper only" facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length and existence of load coils, repeaters, and bridge tap. Spectrum management analysis is also performed, and spectrum inventory data (i.e. disturber occurrence) is also provided. SWBT will provide loop qualification data and conditioning recommendations for the requested technology. CLEC shall pay the rate set forth below for each Loop Qualification performed by SWBT, whether or not any loop is identified which will support the desired technology.
- 4.2 Until a mechanized process is in place for Loop Qualification, requests for Loop Qualification shall be submitted to SWBT on a manual basis. A standard Loop Qualification interval of three (3) to five (5) business days

APPENDIX LVAS**EXHIBIT IV****SLEUTH**

- (A) SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.
- (B) Sleuth alert messages have four levels of priority. These levels are low, medium, high and urgent. Sleuth delivers alert messages to a queue in the Sleuth DBAC in priority order. Urgent alerts are prioritized first, followed by high, medium and low alerts (in that order).
- (C) SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.
- (D) When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an CLEC account, the Sleuth investigator will print the alert for the queue and fax the alert to CLEC. Sleuth alerts only identify potential occurrences of fraud. CLEC will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC will also need to determine what, if any action should it take as a result of a Sleuth alert.
- (E) SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.
- (F) SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.
- (G) For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert. The charge for each historical report is set forth in Exhibit II (Basis of Compensation).

APPENDIX LVAS

EXHIBIT V

CNAM SERVICE QUERY SERVICE

Calling Name records are limited to fifteen characters. CLEC is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. CLEC is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages.

Upon receipt of Calling Name data, in a format acceptable to SWBT, SWBT will provide the Query/Response functions, on a call-by-call basis, to identify the name associated with CLEC's Line Records.

is available for requests in markets where the Loop Qualification process is currently in place.

- 4.3 If the results of the Loop Qualification indicate that the loop is less than 12,000 feet and meets the Technical Parameters for PSD #5 ADSL Capable Loop without additional conditioning, CLEC will be notified, provided loop makeup data and the charges set forth below for the DSL Capable Loop and Cross-Connect will apply if such loop is ordered by CLEC. Should the loop meet SWBT design requirements but not function as desired by CLEC, CLEC may request, and must pay for, any requested conditioning at the rates set forth below. Loops less than 12,000 feet that do not meet SWBT's design criteria for the PSD #5 ADSL Capable Loop, but that could be conditioned to meet the minimum requirements defined in the associated SWBT Technical Publications through the removal of load coils, bridged taps and/or repeaters will be so conditioned at no charge to CLEC.
- 4.4 If the results of the Loop Qualification indicate that conditioning is recommended to permit use of such loop for a requested PSD, CLEC will be provided conditioning recommendations and the associated loop makeup data. The charges set forth in the Appendix PRICING for conditioning the DSL Capable Loop and the associated Cross-Connect will apply if such loop is ordered by CLEC as recommended. The CLEC may order the loop without conditioning if desired.

5. SERVICE PERFORMANCE

- 5.1 If the results of the Loop Qualification indicate: (i) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop, but will do so with optional conditioning and CLEC elects to order such loop without all the recommended conditioning; or (ii) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop and will not do so even with optional conditioning and CLEC elects to order such loop with some or all of the conditioning; or (iii) that the loop exceeds 17,500 feet and CLEC elects to order the loop with or without any of optional conditioning; then SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held responsible for any service-related issues on such loop; provided, however, SWBT will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. CLEC will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by CLEC and/or CLEC's end-users for any damages arising from SWBT's provision of such loop.

- 5.2 Unconditioned or partly conditioned loops in excess of 12,000 feet for which SWBT has recommended conditioning, will not be included in any service performance measurements. No DSL Capable Loops in excess of 17,500 feet will be included in any performance measurements.
- 5.3 If the CLEC specifies non-shielded cross connects and tie cables be used on a PSD #5 ADSL Capable Loop request, SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held responsible for any service-related issues on such loop; provided, however, SWBT will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. CLEC will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by CLEC and/or CLEC's end-users for any damages arising from SWBT's provision of such loop.

6. MAINTENANCE

- 6.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

7. PROVISIONING AND INSTALLATION

- 7.1 The provisioning and installation interval for DSL loops that are materially the same, as defined above, where no conditioning is requested, will be five (5) to seven (7) business days after the Loop Qualification process is complete, or the provisioning and installation interval applicable to SWBT's tariffed DSL-based services, whichever is less. The provisioning and installation intervals for DSL Capable Loops where conditioning is requested will be fifteen (15) business days for loops up to 17,500 feet, or the provisioning and installation interval applicable to SWBT's tariffed DSL-based services where conditioning is required, whichever is less. A DSL Capable Loop in excess of 17,500 feet where conditioning is requested will have a provisioning and installation interval agreed upon by the Parties for each instance of special construction. PSD #1 VLS Capable Loops using the ISDN standard will be ordered and provisioned under the

terms of the 2-Wire Digital Loop as described in Appendix UNE of this Agreement.

- 7.2 Subsequent to the initial order for a DSL Capable Loop, additional conditioning may be requested on such loop at the rates set forth in Appendix PRICING and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a DSL Capable Loop, no additional service order charges shall be assessed, but may be due date adjusted as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.3 CLEC requests for expedited provisioning of DSL loops will be managed under as a coordinated cut project with due dates negotiated by the parties as described in the underlying agreement.

8. SPECTRUM MANAGEMENT

- 8.1 In order to protect the integrity of the network, CLEC agrees to use the DSL Capable Loops in a manner consistent with the industry standards referenced above. CLEC agrees not to exceed the power levels or other technical parameters specified in such industry standards without the specific written consent of SWBT.
- 8.2 Spectrum management, defined to include binder/cable administration as well as deployment practices (e.g. the rules for testing and implementing DSL- based and other advanced services), is essential to the success of advanced services deployment (FCC Order 99-48, Paragraphs 70-77). SWBT provides CLECs with nondiscriminatory access to its spectrum management procedures and policies through the publication of Technical Publications as referenced above and periodic forums.
- 8.3 For spectrum management purposes, SWBT will inventory a PSD #5 ADSL Capable Loop at the operating speed range for which it was qualified, solely for purposes of inventory and maintenance assurance, and not for the purpose of limiting CLEC's transmission speeds over such loop. SWBT may use a selective feeder separation method to manage the spectrum. As such a method is implemented or modified, SWBT shall comply with any appropriate national standards. SWBT shall apply such program fairly and equally to SWBT unbundled DSL Capable Loops and to SWBT's tariffed DSL-based services. SWBT agrees that CLEC's order for a PSD #5 ADSL Capable loop will not be delayed by any lack of availability of a specific binder group. Rather, SWBT will provision the

loop and may later reconfigure the loop into a designated binder group. Other DSL Capable Loops will not require the use of a specific binder group or selective feeder separation. However, if appropriate spectrum cannot be found in any available facility (i.e., the loop is incapable of supporting DSL-based services due to interference measured in accordance with the standards set forth in ANSI T1E1 99/002(R4), SWBT will not provision the loop. In such case, SWBT will disclose to CLEC the specific reason for rejecting the CLEC's loop request including the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. Should a national standard for spectrum management be developed that differs from SWBT's Technical Publications, SWBT shall modify its Technical Publications, and the Parties will negotiate the method for managing interference consistent with such national standard.

- 8.4 CLECs use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

9. RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES

- 9.1 SWBT's rate for DSL Capable Loops, and associated charges, are set forth on Appendix PRICING, which is attached hereto and incorporated herein by reference.

10. RESERVATION OF RIGHTS

- 10.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). Any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking,

FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement.

- 10.2 SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud;

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

APPENDIX FGA

APPENDIX FGA

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

I. DEFINITIONS

- A. Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- B. The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- C. Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- D. Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- E. The Primary Company denotes the Party with the Primary office(s).
- F. The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- G. The Secondary Company denotes the Party with the secondary office(s).
- H. The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

- I. Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- J. Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- K. Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

II. UNDERTAKING OF THE PARTIES

- A. The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Revenue distribution will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within thirty (30) days of its effective date, the Primary company may delay implementation of the new rate until the next month's revenue distribution cycle, and will not be required to adjust the previous bills retroactive.
- B. Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this appendix.

III. ADMINISTRATION OF REVENUE DISTRIBUTION

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

IV. MINUTES OF USE (MOU'S) DEVELOPMENT

- A. The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

V. TERMINATING MOU'S DEVELOPMENT

- A. Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- B. Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

VI. ORIGINATING MOU'S DEVELOPMENT

- A. The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- B. The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

VII. CALCULATION OF REVENUE DISTRIBUTION

- A. The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.A. and B. above. These switched access tariff rate elements will not exceed the switched access tariff rate elements for SWBT.
- B. Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.A. and B. above) by the Secondary company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

VIII. REVENUE DISTRIBUTION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- A. The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
 - 1. The total number of non-premium or premium terminating MOUs and revenue.
 - 2. The total number on non-premium or premium originating MOUs and revenues.
 - 3. The total compensation due the Secondary Company, by rate element.
 - 4. The number of terminating MOUs recorded by the Primary Company.
 - 5. The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3 contained herein.
 - 6. The number of access lines used to prorate originating usage pursuant to Section 4.3 contained herein.
 - 7. The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 8. Adjustments for uncollectibles.
- C. Within sixty (60) Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

IX. MISCELLANEOUS PROVISIONS

- A. This appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

X. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT A

**EAS LOCATIONS FOR ORIGINATING AND TERMINATING
FEATURE GROUP A ACCESS SERVICE**

Primary Office Company

Secondary Office Company

CLLI CODE NPA-NXX

CLLI CODE NPA-NXX ACCESS LINE

EXHIBIT B

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

SECONDARY OFFICE COMPANY

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

APPENDIX HOST

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for CLEC for: (1) the provision of billable message data and/or access usage data received from such CLEC for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS); or (2) billable message data and/or access usage data received from other Local Exchange Carriers (LECs) or CLECs or from CMDS to be distributed to such CLEC. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an CLEC that is a Full Status Revenue Accounting Office (RAO) company.

I. DEFINITIONS

- A. 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 which is subsequently used by a LEC to bill access to an Interexchange Carrier (IXC).
- B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - nationwide system used to produce information reports that are used in the settlement of LEC or CLEC revenues recorded by one BCC (or LEC or CLEC within the territory of that BCC) and billed to a customer of another BCC (or LEC or CLEC within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.
- C. Billable Message Record - a message record containing details of a completed call which has been carried by a LEC over its facilities or by CLEC over its facilities and such record is to be used to bill an end user.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.
- E. Exchange Message Record (EMR) - industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.
- F. Full Status Revenue Accounting Office (RAO) - an CLEC or LEC that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.

- G. In-Region Hosting - includes the transport, using Hosting Company network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate in a region and are delivered by the CLEC to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located within the five state territory of SWBT.
- H. Out-of-Region Hosting - includes the transport, using the national CMDS network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate out of region and are delivered by the CLEC to SWBT and are to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located outside SWBT's five state territory.
- I. Non-Full Status Revenue Accounting Office (RAO) - An CLEC or LEC that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

II. RESPONSIBILITIES OF THE PARTIES

- A. All data forwarded from CLEC must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Appendix are those that arise from LEC or CLEC transported billable messages and/or access usage records to be used by a LEC or CLEC for the purpose of billing access to an IXC.
- B. When CLEC delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the CLEC, perform edits to make message detail and access usage records consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If CLEC is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the

appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an CLEC location, SWBT will use its in region data network to receive this data from other LECs or CLECs or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing CLEC location.

III. BASIS OF COMPENSATION

- A. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from CLEC and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge

Full Status RAO Company

Hosting Company Network \$\$.002

National CMDS Network \$\$.005

Non-Full Status RAO Company

Hosting Company Network \$\$.007

National CMDS Network \$\$.010

- B. As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.
- C. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the CLEC, at the rate listed below:

Per Record Charge

\$\$.003

IV. LIABILITY

- A. Any failure to populate accurate information in accordance with Section II.A. above, will be the responsibility of the CLEC.
- B. SWBT will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.

- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all 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 Appendix shall in no event exceed the amount of charges made for the 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.
- E. The CLEC agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend SWBT against all end user claims just as if CLEC had provided such service to its end users with its own employees.
- F. The CLEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

VI. DISCLAIMER OF WARRANTIES

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 CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

VII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general

applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX

INW

(Inward Assistance Operator Services)

APPENDIX INW

INWARD ASSISTANCE OPERATOR SERVICES

This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Inward Assistance Operator Services for Competitive Local Exchange Carrier (CLEC) operators requiring the services and assistance as outlined below. These terms and conditions are reciprocal and also define the method for CLEC to provide Inward Assistance Operator Services for SWBT.

I. SERVICES

The Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code 121:

General Assistance on calls where an attempt to connect the call is required by a local operator.

Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

II. DEFINITIONS

- A. GENERAL ASSISTANCE - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- B. BUSY LINE VERIFICATION - A service in which an operator asks the Inward Assistance operator to determine the condition of a telephone line.
- C. BUSY LINE VERIFICATION/ INTERRUPT - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

III. RESPONSIBILITIES OF THE PARTIES

- A. It is the responsibility of the CLEC to order the necessary facilities to interconnect with SWBT's TOPS Host Operator switches in the various tandem locations throughout SWBT territory.

- B. Interconnection trunking arrangements are described in Appendix ITR. Each company will initially order a one way trunk group from its switch to the other company's switch. At such time as an exchange of traffic data is implemented, using the Data Inter-exchange Carrier interface, the one way groups may be converted to a single shared two way trunk group. These two-way groups will be jointly provisioned to meet objective grades of service and SWBT will initiate any orders required for modification.
- C. Facilities necessary for the provision of Inward Operator Assistance Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to ensure a 1% Designed Blocking Objective is achieved.
- D. CLEC will furnish request for service in writing to SWBT, thirty (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SWBT. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SWBT to establish any new interconnection trunking arrangements.
- E. The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

IV. TOLL CENTER CODES

Attached in Exhibit I is a list of all SWBT Toll Center Codes for the SWBT TOPS Operator Services switches. These codes should be used by the CLEC Operators for routing and connecting to the SWBT Operator for Inward Assistance. The codes are specific to the various SWBT LATAs where Operator Tandems are established.

SWBT Operator Services will require a Toll Center Code for the CLEC Operator Services tandem switch. This code will be the routing code used for connecting the SWBT Operator to the CLEC Operator on an Inward basis. If the CLEC requires establishment of a new Toll Center Code they can do so by contacting:

Southwestern Bell Telephone
Routing - Administration
Customer Services Department
314-235-5321

V. PRICING

Pricing for Inward Assistance Operator Services shall be based on the rates specified in Exhibit II, PRICING, which is attached and made part of this Appendix. The rate will apply from the service effective date through the term of this agreement as specified in paragraph VIII., A. below. At any time beyond the specified term of this Appendix, SWBT may change the prices for the provision of Inward Assistance Operator Services upon one hundred-twenty (120) days' notice to carrier. The price set forth in Exhibit II is reciprocal and shall be the price SWBT will pay CLEC when the SWBT Operator utilizes the Inward Assistance of CLEC operator.

VI. MONTHLY BILLING

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

VII. LIABILITY

- A. The CLEC agrees to defend and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's end users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SWBT and carrier. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.
- B. The CLEC also agrees to release, defend and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

VIII. TERMS OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for a period of one year from the effective date of this agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If the CLEC terminates this agreement prior to the agreed-upon term of this Appendix, the carrier shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.
- C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.

IX. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT I

SOUTHWESTERN BELL TELEPHONE
OPERATOR SERVICES ACCESS CODES

LATA	LATA NAME	STATE	TOPS TANDEM	NPA	TC	OS CODE
520	ST. LOUIS	MO	STLSMO05B2T	314	026	121
520	ST. LOUIS	MO	STLSMO05B2T	573	026	121
522	SPRINGFIELD	MO	SPFDMOTL021T	417	012	121
*524	KANSAS CITY	MO	KSCYMO5503T	816	018	121
524	KANSAS CITY	MO	KSCYMO5503T	660	018	121
524	KANSAS CITY	KS	TPKAJSJA07T	913	024	121
526	FORT SMITH	AR	FTSMARSU03T	501	033	121
528	LITTLE ROCK	AR	LTRKARFR02T	501	029	121
528	LITTLE ROCK	AR	LTRKARFR02T	870	029	121
530	PINE BLUFF	AR	PNBLARJE02T	870	024	121
532	WICHITA	KS	WCHTKSBR07T	316	037	121
534	TOPEKA	KS	TPKAJSJA07T	785	024	121
534	TOPEKA	KS	TPKAJSJA07T	913	024	121
536	OKLAHOMA CITY	OK	OKCYOKCE13T	580	013	121
*536	OKLAHOMA CITY	OK	OKCYOKCE13T	405	013	121
538	TULSA	OK	TULSOKTB03T	918	018	121
540	EL PASO	TX	ELPSTXMA15T	915	043	121
542	MIDLAND	TX	MDLDTXMU15T	915	087	121
544	LUBBOCK	TX	LBCKTXPS15T	806	044	121
546	AMARILLO	TX	AMRLTX0215T	806	042	121
548	WICHITA FALLS	TX	WCFLTXN104T	940	082	121
550	ABILENE	TX	ABLNTXOR15T	915	041	121
552	DALLAS	TX	DLLSTXTA04T	214	040	121
552	DALLAS	TX	DLLSTXTA04T	903	040	121
552	DALLAS	TX	DLLSTXTA04T	972	040	121
552	FORT WORTH	TX	FTWOTXED04T	817	080	121
554	LONGVIEW	TX	LGVWTXPL03T	903	081	121
556	WACO	TX	WACOTX0115T	254	089	121
558	AUSTIN	TX	AUSTTXGR06T	512	025	121
560	HOUSTON	TX	HSTNTX0802T	281	043	121
560	HOUSTON	TX	HSTNTX0802T	409	043	121
560	HOUSTON	TX	HSTNTX0802T	713	043	121
562	BEAUMONT	TX	BUMTTXTE03T	409	037	121
564	CORPUS CHRISTI	TX	CRCHTXTU03T	512	022	121
566	SAN ANTONIO	TX	SNANTXCA06T	210	024	121
568	HARLINGEN	TX	HRLNTXHG03T	956	023	121

* DURING PERMISSIVE DIALING PERIOD

EXHIBIT II

PRICING

Effective Date

(MO/DD/YR)

The following rate will apply:

This usage rate applies to each call that has been answered by a SWBT operator on the inward dial code.	
Rate per actual work second	\$0.020

EXHIBIT III
SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX ITR

APPENDIX ITR (TRUNKING REQUIREMENTS)

This Appendix provides descriptions of the trunking requirements for the CLEC and SWBT interconnection. The attached scenarios depict the recommended trunk groups for local interconnection, intraLATA toll traffic, interLATA "meet point" traffic, mass calling, E911 and Operator Services. All references to incoming and outgoing trunk groups are from the perspective of the CLEC.

I. LOCAL TRAFFIC AND INTRALATA TOLL TRAFFIC

A. Local Tandem Trunking

When SWBT has a combined local and access tandem in an exchange, IntraLATA Toll Traffic may be combined with the Local Traffic on the same trunk group. When SWBT has more than one combined local and access tandem in an exchange, the CLEC shall provide a separate trunk group to each SWBT tandem. When there are separate SWBT access and local tandems in an exchange, a separate Local trunk group shall be provided to the local tandem and a separate IntraLATA toll trunk group shall be provided to the access tandem. When SWBT does not have a local tandem in an exchange, the CLEC must provide a trunk group to each end office in that exchange.

These trunk groups shall be two-way operation, carrying the CLEC terminating traffic (SWBT to CLEC) in addition to SWBT terminating (CLEC to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section I C and section X of this Appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A Primary High Usage (PH) group will be established on the SWBT facilities and an Alternate Final (AF) group on the CLEC facilities. When a meet point facility arrangement is used, a single two-way group will be established. SWBT will have administrative control for the purpose of issuing ASR's on two-way groups. These groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

B. Direct End Office Trunking

Parties shall establish direct end office Primary High Usage (PH) trunk groups when end office terminating traffic requires twenty-four (24) or more trunks or when no local tandem is present in the exchange. Overflow from either end of the direct end office trunk group will be alternate routed to the tandem interconnection trunk group, then classified as an Alternate Final (AF) group. If the CLEC has established collocation to the end office, the trunks shall be provisioned over the CLEC collocation facility. If the CLEC has no collocation

facilities, SWBT shall provision the trunks from the POI to the end office. All traffic received by this trunk group from the CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. The number of digits to be received by the SWBT end office shall be mutually agreed upon by the Parties. This trunk group shall be two-way operation, carrying the CLEC terminating traffic (SWBT to CLEC) and SWBT terminating (CLEC to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section I C and section X. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A Primary High Usage (PH) group will be established on the SWBT facilities and an Intermediate High Usage (IHU) group on the CLEC facilities. The PH group will overflow to the IHU, and the IHU group will overflow to the tandem AF group. When a meet point facility arrangement is used, a single two-way PH group may be provided.

C. Two Way Trunking

Two way trunking is conditional on both parties agreeing to a timeline for implementation of an exchange of traffic data and implementing such an exchange within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. Parties agree to exchange traffic data using the Data Interexchange Carrier (DIXC) process via a Network Data Mover (NDM) or FTP computer to computer file transfer interface as defined in Section X. Refer to Section X for further discussion of data exchange arrangements. Two way trunking will be jointly provisioned and maintained. SWBT will have administrative control for the purpose of issuing ASRs. Please refer to Section IX B for additional information regarding the ordering process.

II. ACCESS TOLL CONNECTING TRUNKS

InterLATA traffic shall be transported between the CLEC Central Office and the SWBT access tandem over a "meet point" trunk group separate from local and intraLATA toll traffic. The access toll connecting trunk group will be established for the transmission and routing of Exchange Access traffic between the CLEC's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, the CLEC shall utilize a single access toll connecting trunk group to one SWBT tandem within the exchange in one state. If the exchange crosses over two states, the CLEC will need to interconnect with one access tandem in each state. This trunk group shall be two-way and Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section X. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

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

III. 800 (888) TRAFFIC

- A. If the CLEC chooses SWBT to handle 800 (888) database queries from its central office switches, all the CLEC originating 800 (888) service queries will be routed over the Access Toll Connecting trunk group. This traffic will include a combination of both Interexchange Carrier 800 (888) service and LEC 800 (888/877) service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.
- B. The CLEC may handle its own 800 database queries from its switch. If so, the CLEC will determine the nature (Intra-LATA/Inter-LATA) of the 800 call based on the response from the database. If the query determines that the call is an intra-LATA 800 number, the CLEC will route the post-query intra-LATA converted ten-digit local number to SWBT over the intra-LATA/Local trunk group. If the query reveals the call is an inter-LATA 800 number, the CLEC will route the post-query inter-LATA call (800/888 number) directly from its switch for carriers interconnected with its network or over the Access Toll Connecting group to carriers not directly connected to its network but are connected to SWBT's access tandem.

IV. E911

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the CLEC offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

V. MASS CALLING (PUBLIC RESPONSE CHOKE NETWORK)

- A. A dedicated trunk group shall be required to the designated Public Response Choke Network access tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

It is recommended that this group be sized as follows:

<10000 access lines (AC)	2 trunks (min)
10001 to 20000 AC	3 trunks
20001 to 30000 AC	4 trunks
30001 to 40000 AC	5 trunks
40001 to 50001 AC	6 trunks

50001 to 60001 AC	7 trunks
60001 to 75000 AC	8 trunks
>75000 AC	9 trunks (max)

- B. If the CLEC should acquire a Mass Calling customer, i.e. a radio station, the CLEC shall order a one-way outgoing SS7 of MF trunk group from the SWBT Choke Serving Office to the CLEC customer's serving office.
- C. If the CLEC finds it necessary to issue a new choke telephone number to a new or existing mass calling customer, the CLEC may request a meeting to coordinate with SWBT the assignment of choke telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, the CLEC must notify SWBT a minimum of ninety (90) days prior to deployment of the new choke NXX. SWBT will perform the necessary translations in its end offices and tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SWBT Public Response Choke Network access tandem to the CLEC's choke serving office.

VI. OPERATOR SERVICES

A. Operator Contract - Inward Assistance Only:

Appendix INW, Inward Assistance Operator Services, sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Inward Assistance Operator Services for the CLEC operators requiring those services. Described in this section are trunking arrangements for the transport of this traffic, both from the CLEC to SWBT and vice versa.

Inward Operator Assistance (Toll Center (TC) Code plus 121) - To establish interconnection, a two-way trunk group will be established utilizing MF signaling providing Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section I. C. and section X. SWBT will have administrative control for the purpose of issuing ASR's on this two way group.

B. Operator Contract with SWBT:

1. Directory Assistance (DA):

The CLEC may contract for DA services only. A segregated trunk group for these services will be required to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2. Directory Assistance Call Completion (DACC):

The CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to SWBT's TOPS tandem for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3. Busy Line Verification:

When SWBT is contracted as the Operator Services Provider for a CLEC, SWBT will be able to perform BLV/I for the lines being served. When an end user requests BLV/I, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Operator Services Tandem to the CLEC switch. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4. Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the CLEC switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with a traffic use code of ET with modifier CMFJ (0-, 0+, DA, DACC). If DA is not required or is transported on a segregated trunk group, then the group will be designated with a traffic use code of ET with modifier CM2J. MF and Operator Services signaling will be required on the trunk group. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5. OS QUESTIONNAIRE

CLEC chooses SWBT to provide either OS and/or DA, the CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

VII. TRUNK DESIGN BLOCKING CRITERIA

Trunk forecasting and servicing for the Local and IntraLATA Toll trunk groups shall be based on the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the End Office to the Tandem and one percent (1%) from the Tandem to the End Office based on Neil Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available). Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neil Wilkinson M)</u>
Local Tandem	1%
Local Direct	2%
Intra-LATA	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Inter-LATA Tandem	0.5%
Busy Line Verification-Inward Only	1%

VIII. FORECASTING/SERVICING RESPONSIBILITIES

- A. Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis no later than January 1 and July 1, in order to meet the semi-annual publication of the SWBT General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in Bell Communications Research, Inc. (BELLCORE) documents BR795-100-100 and BR795-400-10 respectively. Inquiries pertaining to use of BELLCORE Common Language Standards and document availability should be directed to BELLCORE at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).
- B. SWBT and the CLEC shall be jointly responsible for forecasting and servicing two way trunk groups. SWBT shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SWBT, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (BELLCORE) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications. This document may be purchased by contacting BELLCORE at 1-800-521-2673.

IX. TRUNK SERVICING

- A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
- B. All Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party has administrative control, that Party shall submit a Trunk Group

Servicing Request (TGSR) to the Control Party. If agreeable, the Party with administrative control will respond by issuing an ASR within 10 days of receipt. If the control Party does not agree, the control Party will initiate a joint planning discussion within 10 days. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. BELLCORE Special Report STS000316 describes the format and use of the TGSR. Contact BELLCORE at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving an ASR will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days after receipt of the ASR.

- C. The Parties will process trunk service requests submitted via a properly completed ASR within twenty (20) business days of receipt of such ASR unless defined as a major project, as stated in D below. Facilities must also be in place before trunk orders can be completed.
- D. Orders that comprise a major project, i.e. five (5) DS1's or more shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- E. In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval. Expedite charges will apply as outlined in the main agreement.
- F. Each Party shall be responsible for engineering their networks on their side of the POI.

X. SERVICING OBJECTIVE/DATA EXCHANGE

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective. However, a study period on occasion may be less than twenty (20) days but at minimum must be at least three (3) days to be utilized, although with less statistical confidence.

Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Therefore, as a condition for the establishment or conversion to two-way trunking, Parties must have agreed to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon,

that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. Parties agree to utilize the SWBT Trunk Group Serial Number (TGSN) (also referred to as the Two Six Code [TSC] on the ASR) as a common identifier for each trunk group in the exchanged data base records. Other data elements, in addition to the TSC, such as common language codes of the end offices, start dates and times of the collection period, etc. shall also be exchanged. Exchange of data on one-way groups is optional.

XI. SPECIFICATIONS

All DS-1 and DS-3 facilities utilized for trunking established or employed by the Parties for purposes of this Appendix shall meet the specifications set forth in SWBT's TP-76625 dated June, 1990 and TP-76839 dated January, 1996.

XII. TRUNK FACILITY UNDER UTILIZATION

- A. If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis for each month of any six month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives identified in Section VII shall be maintained.
- B. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- C. Installation, Maintenance, Testing and Repair. SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection trunks as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. The CLEC shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith and supplement the ASR to indicate the change.

XIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and

conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX ITR -SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM
WITHOUT DIRECT END OFFICE TRUNKING

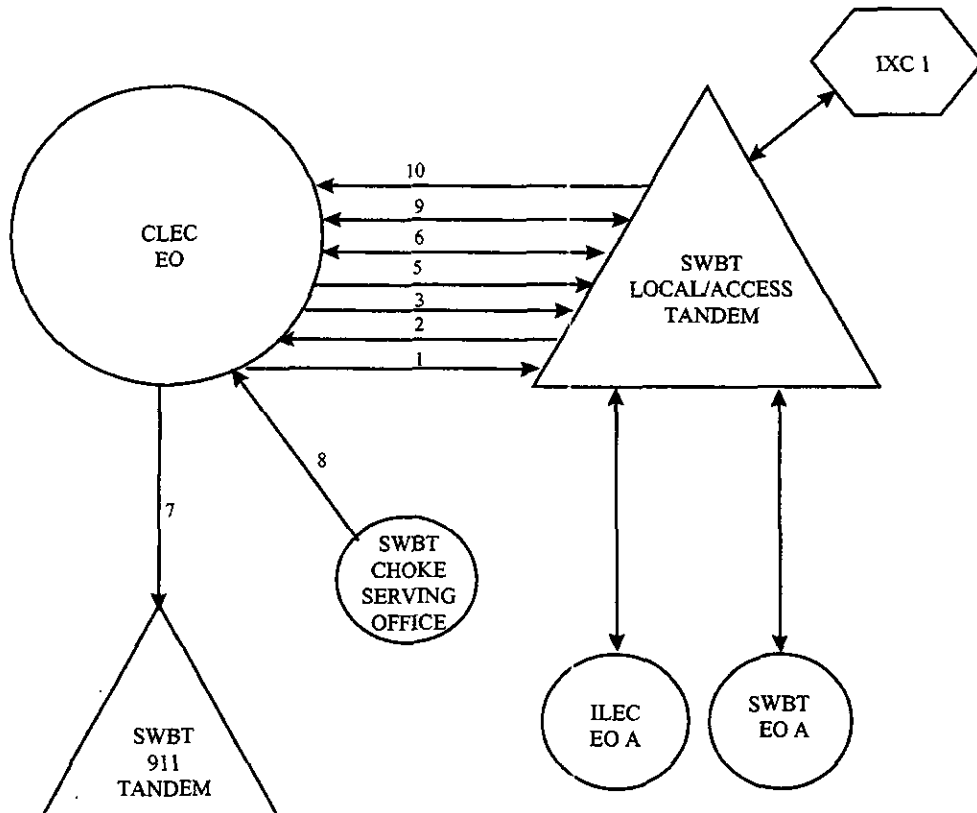


CHART #	TRAFFIC	USE CODE	MODIFIER	DESCRIPTION
1	DD	J		INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J		INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ		MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4				(DD800 deleted this version)
5	MD	J		INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J		INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J		EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ		TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9	DT	J		INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING)(NOTE 4)
10	TC	CRJ		TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 5)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: Required in lieu of #1 and #2 for two-way trunking

NOTE 5: Required when CLEC establishes new choke NXX

APPENDIX ITR -SCENARIO 2
SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM
WITH DIRECT END OFFICE TRUNKING

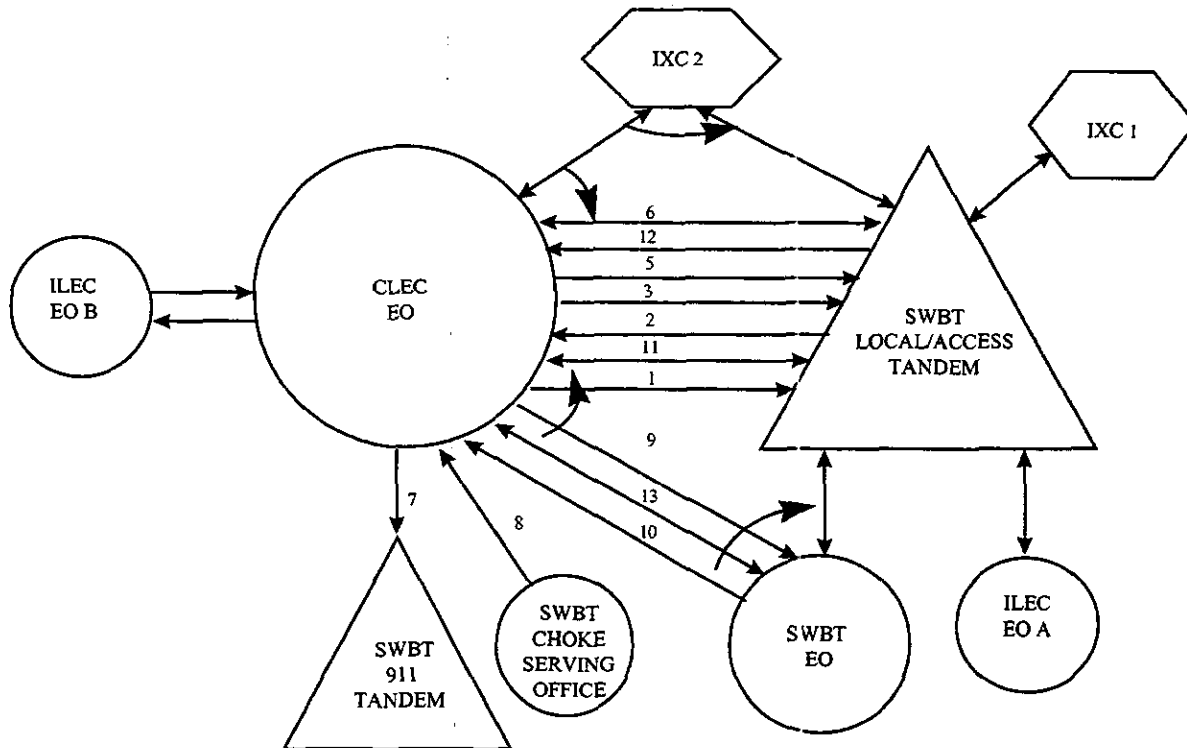


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7 SIGNALING) (NOTE 4)
11	DT	J	INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING) (NOTE 5)
12	TC	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 6)
13	TE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7) (NOTE 4) (NOTE 7)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2, for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX

NOTE 7: Required in lieu of #9 and #10, for two-way trunking.

APPENDIX ITR -SCENARIO 3
SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM
WITHOUT DIRECT END OFFICE TRUNKING

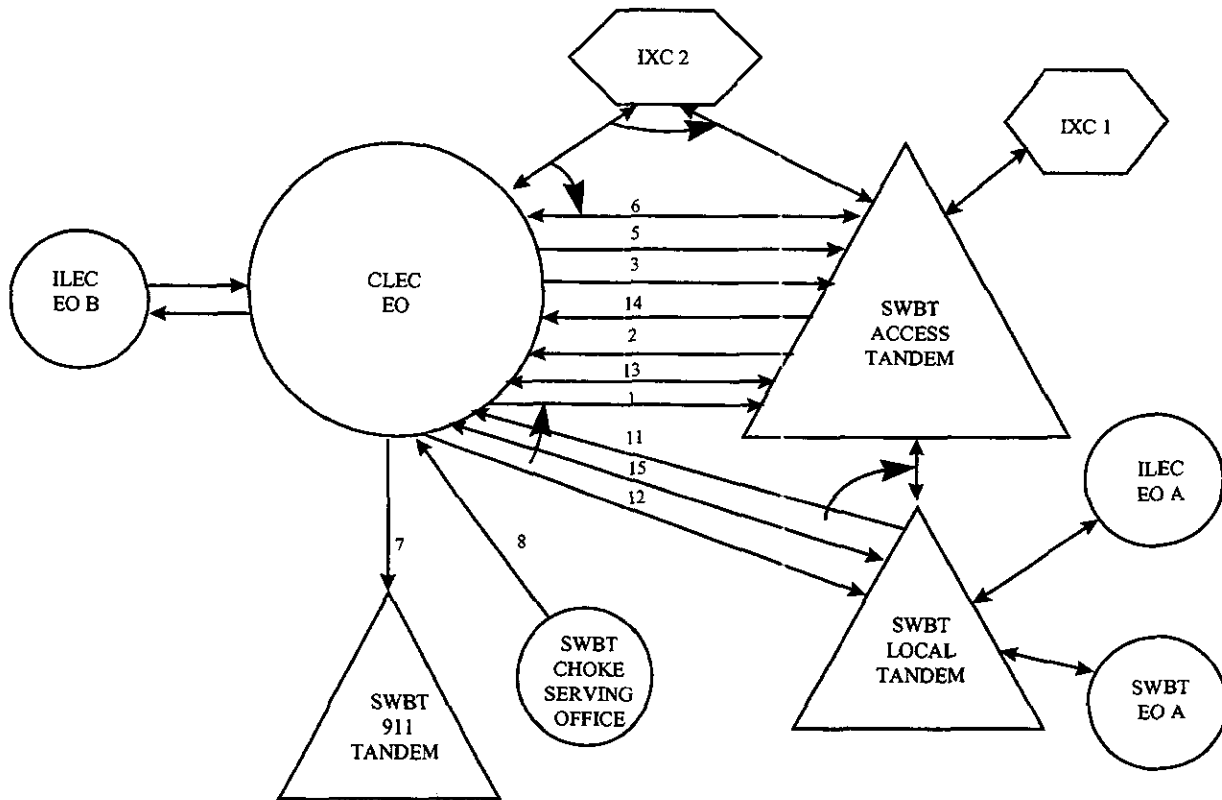


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKING TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
11	TG	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING)(NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7)(NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY(MF OR SS7)(NOTE4&7)

- NOTE 1: (Deleted this version)
NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D
NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.
NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.
NOTE 5: Required in lieu of #1 and #2 for two-way trunking.
NOTE 6: Required when CLEC establishes new choke NXX
NOTE 7: Required in lieu of #11 and #12 for two way trunking

APPENDIX ITR -SCENARIO 4
SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM
WITH DIRECT END OFFICE TRUNKING

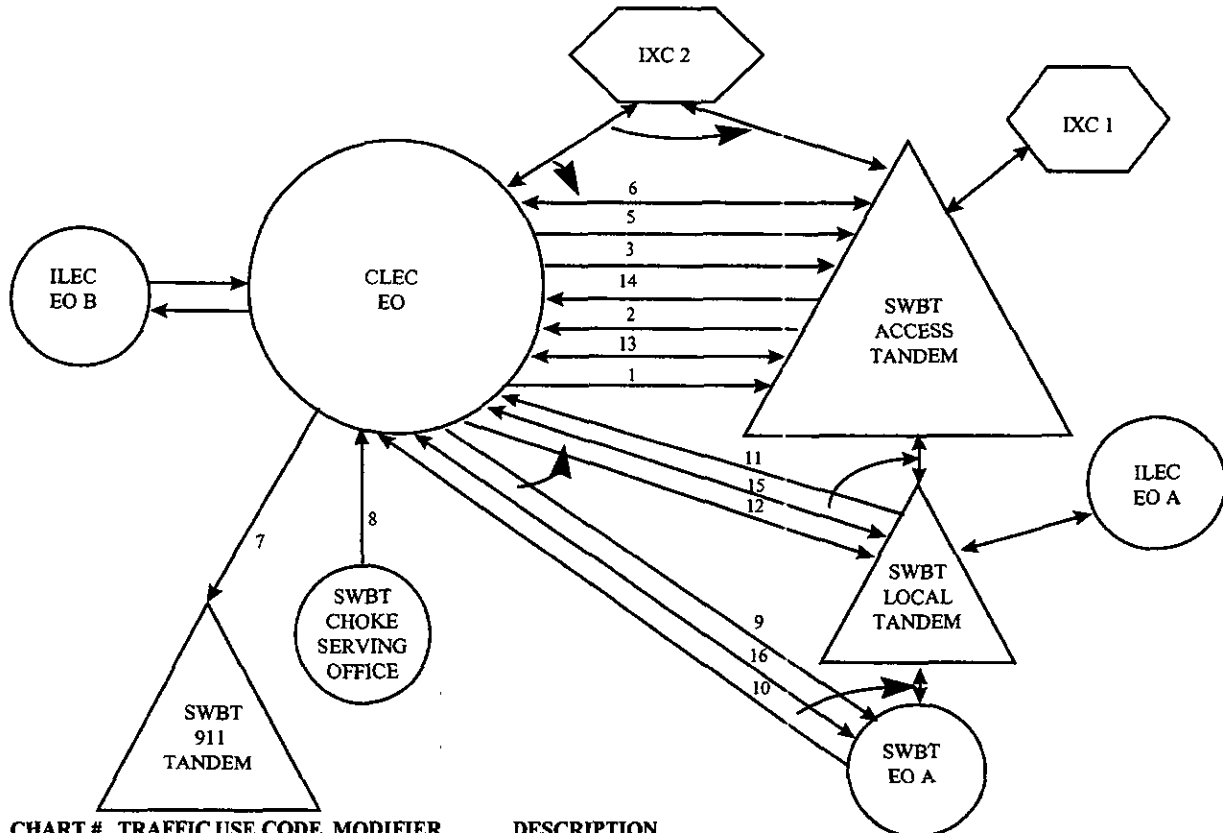


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY(MF OR SS7)(NOTE 4)
11	TG	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING)(NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7)(NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&7)
16	IE	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&8)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntralATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2 for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX.

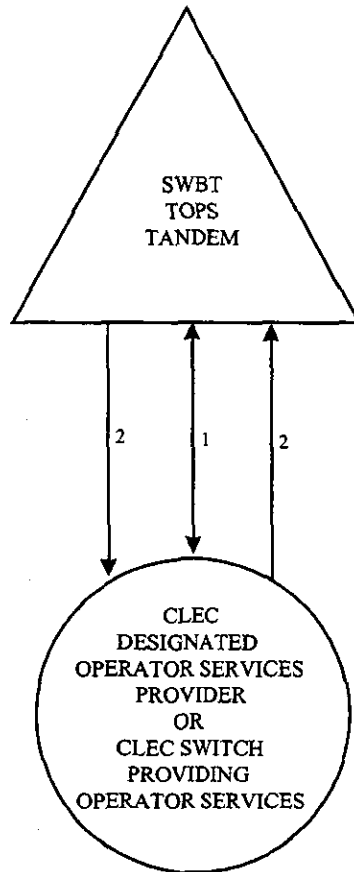
NOTE 7: Required in lieu of #11 and #12 for two way trunking

NOTE 8: Required in lieu of #9 and #10 for two way trunking

APPENDIX ITR -SCENARIO 5

SINGLE RATE AREA - SWBT IS NOT THE OPERATOR SERVICES PROVIDER

121 INWARD OPERATOR ASSISTANCE



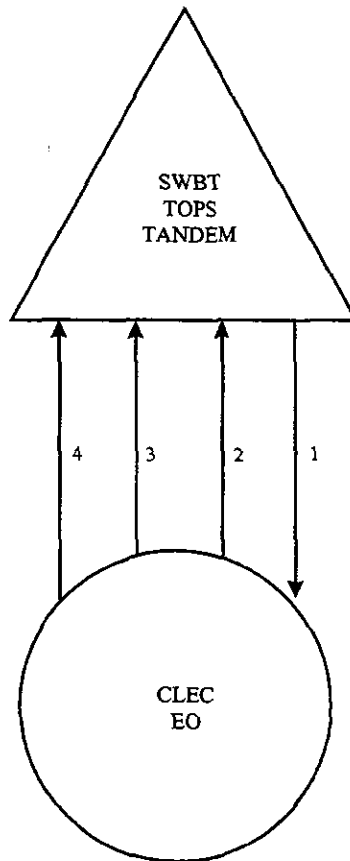
<u>CHART #</u>	<u>TRAFFIC USE CODE</u>	<u>MODIFIER</u>	<u>DESCRIPTION</u>
1	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 1)
2	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 2)

NOTE 1: Two-Way trunking is preferred interconnection arrangement

NOTE 2: One Way trunking may provided at the request of the CLEC in lieu of two way trunking

APPENDIX ITR -SCENARIO 6

SINGLE RATE AREA - SWBT PROVIDES OPERATOR SERVICES FOR CLEC



<u>CHART #</u>	<u>TRAFFIC USE CODE</u>	<u>MODIFIER</u>	<u>DESCRIPTION</u>
1	VR	J	BUSYLINE VERIFICATION (MF, OPERATOR SVCS SIGNALING)
2	DACC	J	DIRECTORY ASSISTANCE /DIR. ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3	ETCM2	J	0-, 0+, COMBINED COIN & NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4	ETCMF	J	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

APPENDIX LIDB-V

APPENDIX LIDB SERVICE

WHEREAS, the Parties are interested in purchasing each other's LIDB Service (or equivalent service);

In consideration of the mutual promises contained herein, SWBT and CLEC agree as follows.

1.0 DEFINITIONS

- 1.1 A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 1.3 Account Owner has the same meaning as Data Owner.
- 1.4 Billed Number Screening (BNS) means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.5 Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- 1.6 Calling Name Database means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a Line Information Data Base (LIDB).
- 1.7 Calling Name Delivery Service (CNDS) means a service that enables a terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the end user's premise.
- 1.8 Calling Name Information means a telecommunications company's records of its subscribers names associated with one or more assigned ten-digit telephone numbers.
- 1.9 CNAM Service Query is SWBT's service that allows CLEC to query SWBT's Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

- 1.10 CNAM Service Query Rate means a rate that applies to each CNAM Service Query received at the SCP where SWBT's Calling Name Database resides.
- 1.11 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. LIDB Queries and Response messages are transported across the CCS network.
- 1.12 Data Base (Database) means an integrated collection of related data. In the case of the LIDB, the Database is the line number and related line information.
- 1.13 Data Owner means a telecommunications company, including SWBT, that stores and administers Line Record and/or Group Record information in LIDB and/or Calling Name Database.
- 1.14 Group Record means information in LIDB that is associated either with all telephone numbers in an NPA-NXX or all Special Billing numbers in an NPA-0/1XX.
- 1.15 Line Information Data Base (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners can store in LIDB for their Line Records are ABS Validation data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.16 LIDB Service Application means the Query types SWBT accepts for access to LIDB information.
- 1.17 Line Record means information in LIDB that is specific to a single telephone number or special billing number.
- 1.18 Nonrecurring Charge means a one-time charge that applies for a specific work activity (i.e., installation or change to an existing service). Nonrecurring Charges are applicable for the establishment and/or rearrangement of LIDB Service and LIDB Service Applications, including service order activity, point code activation, and point code rearrangement.
- 1.19 Originating Point Code (OPC) means a code assigned to identify a system that originates LIDB Service Queries.

- 1.20 Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB can store a PIN for those Line Records that have an associated calling card.
- 1.21 Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol that represents a request to a LIDB and/or Calling Name Database for information.
- 1.22 Query Rate means a usage rate that applies to each Query received at SWBT's LIDB.
- 1.23 Query Transport Rate means a usage rate that applies to each Query transported from SWBT's STP to the SCP where LIDB resides and back. SWBT and CLEC shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- 1.24 Response means an SS7 message that, when appropriately interpreted, represents an answer to a Query.
- 1.25 Service Control Point (SCP) means a CCS network node where LIDB resides.
- 1.26 Service Order Charge means a Nonrecurring Charge that applies to each service order form CLEC uses to specify Originating Point Codes (OPCs) of its Query-originating systems or and/or the OPCs of its Query-originating carrier customers.
- 1.27 Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages.
- 1.28 Service Rearrangements are changes to existing services that do not result in changes to previously established OPCs.
- 1.29 Service Switching Point (SSP) means the software capability within a system that provides the SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- 1.30 Signaling System 7 (SS7) means the signaling protocol used by the CCS network.
- 1.31 Signaling Transfer Point (STP) means the CCS network node where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's CCS/SS7 network, CLEC or a third party initiating CLEC's Queries must connect with an SWBT STP in order to connect to SWBT's SCP.

- 1.32 Special Billing Number means a Line Record in LIDB that is based on an NXX-01/1XX numbering format. NXX-01/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NXX-01/1XX line record is either a zero (0) or a one (1).
- 1.33 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- 1.34 Validation Information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

2.0. DESCRIPTION OF SERVICE

- 2.1 LIDB Service provides access to SWBT's LIDB using the LIDB Service Applications specified herein. LIDB Service Applications include functions such as screening billed numbers and provides access to certain call processing and billing attributes of working telephone numbers such as the ability to originate or accept Collect or Third Number Billing calls and validation of Telephone Line Number-based non-proprietary calling cards. Such attributes provide CLEC with information that CLEC can use to facilitate completion of calls or services.
- 2.2 SWBT shall provide CLEC with access to SWBT's LIDB for the following LIDB service applications:
 - CNAM Service Query
 - Originating Line Number Screening (OLNS) Service Query
 - Validation Service Query
- 2.3 SWBT will provide CLEC with access to SWBT's LIDB for any new query type based upon mutually acceptable rates, terms, and conditions.
- 2.4 All CLEC Validation Service Queries and OLNS Service Queries to SWBT's LIDB shall use a translations type of 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its LIDB.
- 2.5 All CLEC CNAM Service Queries to SWBT's LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its LIDB.
- 2.6 CLEC will send Queries to SWBT that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified

in Exhibit II (Specifications and Standards) attached hereto and incorporated by reference. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision LIDB Service (or the equivalent thereof).

- 2.7 SWBT will send Responses to CLEC that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit II (Specifications and Standards).
- 2.8 Each Party reserves the right to modify its network pursuant to specifications standards, which may include Bellcore Specifications, defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of one hundred eighty (180) days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.
- 2.9 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. CLEC further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within SWBT's CCS/SS7 network to guard against these detrimental effects. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 2.10 Prior to SWBT initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, SWBT, based upon a review of CLEC's said forecast, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, SWBT shall notify CLEC of SWBT's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SWBT.
- 2.11 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year for the first three (3) years of this Appendix.
- 2.12 SWBT will perform testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.
- 2.13 SWBT supports the performance standards as defined in Section 7 of TR-TSV-000905. The overall end-to-end CCS/SS7 network objective is less than ten

minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailability per year. The combined link set from the SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailability per year.

- 2.14 SWBT's LIDB Service system downtime will be less than twelve hours per year. The response time for a Query, from switch transmission to reception should not exceed one second for ninety-nine percent (99%) of all Queries.
- 2.15 All access by CLEC to SWBT's LIDB will occur through SWBT's regional STP as designated by SWBT.
- 2.16 Other telecommunications companies, including CLEC, may store their data in SWBT's LIDB. SWBT will request such telecommunications companies to store every working line number and Special Billing Number they serve for which the NPA-NXX, NPA-0/1XX, or specific 10-digit telephone number is supported by SWBT's LIDB.
- 2.17 SWBT will update its own LIDB information; e.g., add, delete, and modify end-user accounts as end-users move, become delinquent on their account, or order new service, on a daily basis. SWBT will request other Data Owners to provide such updates in like time.
- 2.18 CLEC understands and agrees that Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in SWBT's LIDB.
- 2.19 SWBT has procedures in place to deactivate billing validation data in the event that such data is being used fraudulently or in the event end users exceed SWBT-defined limits on toll charges. SWBT will update SWBT-issued calling cards that SWBT suspects of being fraudulently used or exceeding SWBT-defined toll limits seven (7) days a week, 24 hours a day.
- 2.20 SWBT's LIDB Service will provide the following functions on a per query basis:
 - CNAM Service Queries
 - Retrieval of the name associated with a calling number
 - OLNS Service Queries
 - Identification of the originating screening requirements for call processing and billing that are associated with an originating line.

Validation Service Queries

- Validation of a telecommunications calling card account number stored in LIDB;
- Determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and
- Determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

2.21 SWBT provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of its Arkansas, Kansas, Missouri, Oklahoma, and Texas local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where SWBT is the incumbent local exchange carrier in Arkansas, Kansas, Missouri, Oklahoma, and Texas, will be pursuant to the terms, conditions, rates, and charges of other agreements, including effective tariffs.

3.0 PRICE AND PAYMENT

- 3.1 CLEC will pay SWBT a per-Query rate and a per-Query Transport Rate for each Query initiated into SWBT's LIDB. These rates are set forth in Exhibit I (Basis of Compensation), which is attached hereto and incorporated by reference.
- 3.2 CLEC will pay a Nonrecurring Charge for each point code CLEC requests to activate change, rearrange, or modify its LIDB Service. This Nonrecurring Charge applies per point code and is set forth in Exhibit I (Basis of Compensation), which is attached hereto and incorporated by reference. SWBT will waive the Nonrecurring Charges associated with customer's initial establishment of CNAM Service Query subject to the early termination penalty set forth in paragraph 5.2 of this Appendix. Nonrecurring Charges associated with CNAM Service Query will apply to all requests for service order activity subsequent to the initial order for service.
- 3.3 CLEC will pay a Service Order Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application. This Nonrecurring Charge applies per service order request CLEC makes to SWBT and is set forth in Exhibit I (Basis of Compensation), which is attached hereto and incorporated by reference.
- 3.4 CLEC will make payment to SWBT for LIDB Service based upon the rates set forth in Exhibit I (Basis of Compensation), attached hereto and made a part thereof. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon sixty (60) days' notice unless CLEC has at least 30 days previously notified SWBT in writing that CLEC acts as an agent on behalf of other carriers, in which

case ninety (90) days written notice will be given. Upon such notice, the Party receiving notice may terminate this Appendix by providing written notice of such termination to SWBT within thirty (30) days of receipt of said written notice from SWBT without any termination liability as provided in paragraph 5.2 of this Appendix. All tariffed rates associated with LIDB Services provided hereunder are subject to change pursuant to revisions of such tariffs. SWBT may first give such notice of rate changes sixty (60) days before the end of the first year.

- 3.5 SWBT will record usage information for CLEC's LIDB Service Queries terminating to SWBT's LIDB. SWBT will use its SCPs as the source of usage data. SWBT will aggregate usage by each unique pairing of Originating Point Code and Data Owner or Account Owner for each LIDB Service Application.
- 3.6 Based upon the data identified in paragraph 3.5 of this Appendix, SWBT will bill CLEC for its LIDB Service Queries on a monthly basis. SWBT will issue the bill by the fifteenth day of each month, and CLEC will pay the bill within thirty (30) days of the bill issue date. CLEC will pay late payment charges as applicable and as described in Section 21.9, of the General Terms and Conditions of this Agreement.
- 3.7 Depending on CLEC's choice of method for transporting its Queries and Responses, CLEC may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s) and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- 3.8 SWBT will treat changes in previously established OPCs as a discontinuance of the existing LIDB Service and establishment of a new LIDB Service and CLEC will pay all applicable Nonrecurring Charges for such changes.
- 3.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SWBT's LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SWBT's incumbent serving areas in Arkansas, Kansas, Missouri, Oklahoma, and Texas, from when such Queries support other uses of CLEC's service platforms. Therefore, CLEC will designate separately or otherwise distinguish those OPCs that originate Queries supporting CLEC's CLEC operations within SWBT's incumbent serving areas from those point codes that originate Queries supporting other aspects of CLEC's business.
- 3.10 If CLEC cannot separately or otherwise distinguish OPCs that originate both CLEC and non-CLEC Queries, CLEC can choose to have SWBT bill all Queries at the higher of the CLEC or non-CLEC rates that apply for the LIDB Service

Applications CLEC uses, or CLEC can provide SWBT with a percent local usage factor as set forth in paragraphs 3.10.1 through 3.10.4 of this Appendix.

- 3.10.1 CLEC will develop an allocation factor that will distinguish the proportion of Queries attributed to CLEC as a CLEC within SWBT's incumbent local serving areas from other Queries. CLEC will provide this factor as a whole number between one (1) and one hundred (100). A factor of one (1) will indicate that one percent of CLEC's Queries occur as a result of CLEC's CLEC operations within SWBT's incumbent local serving areas. A factor of one hundred (100) will indicate that one hundred percent of CLEC's Queries occur as a result of CLEC's operations outside of SWBT's incumbent local serving areas or that such Queries occurred within SWBT's incumbent local serving areas but in support of non-CLEC operations (e.g., in support of interexchange carrier operations).
 - 3.10.2 CLEC will provide its allocation factor on the LIDB Access Validation Service Order Form used to establish LIDB Service. CLEC will provide all updates to this factor by letter to SWBT's designated Local Service Center.
 - 3.10.3 SWBT will apply CLEC's allocation factor as soon as technically feasible. Until CLEC provides its factor and/or SWBT can apply the factor, SWBT will treat all Queries at the highest rate, except that a true-up will occur for the period between CLEC's provision of the factor and SWBT's application of the factor. CLEC can change the factor on a quarterly basis. CLEC agrees that SWBT can audit this factor on a yearly basis.
 - 3.10.4 Both parties agree that if CLEC elects to provide a factor and CLEC subsequently fails to comply with SWBT's request for call and/or query detail audit records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, CLEC still does not comply with this request, both parties agree that SWBT may apply an assumed percentage of local use factor of one percent (1%).
- 3.11 CLEC understands and agrees that networks (including SWBT's network) or network elements that receive Queries cannot always distinguish CLEC's Queries from SWBT's Queries. CLEC understands and agrees that this occurs when CLEC's Queries use either unbundled network elements (UNEs) or other service configurations that allow such Queries to launch from a SWBT service platform. CLEC understands and agrees that until such time as CLEC's traffic can be uniquely identified, SWBT may recover the costs for LIDB Service Applications and CLEC's Queries to other networks from surcharges associated with other services.

- 3.12 CLEC understands and agrees that, if it operates in more than one state in SWBT's incumbent region, SWBT will apply company-level rates to the LIDB Services provided to CLEC. SWBT will develop these company-level rates based upon the rates established in all states in SWBT's incumbent region.

4.0 OWNERSHIP OF INFORMATION

- 4.1 Telecommunications companies depositing information in SWBT's LIDB may retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 4.2 Unless expressly authorized in writing by parties, LIDB Service is not to be used for purposes other than those described in this Appendix. CLEC may use LIDB Service for such purposes only on a call-by-call basis. CLEC may not store data it accesses in SWBT's LIDB elsewhere for future use.
- 4.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All Validation Information and information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- 4.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from SWBT's LIDB.
- 4.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SWBT's LIDB.
- 4.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when Validation Service Queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end-user information in SWBT's LIDB.

5.0 TERM AND TERMINATION

- 5.1 This Appendix shall continue in force for the length of the Interconnection Agreement, but for no less than twelve (12) months. Thereafter, this Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either party upon written notice given ninety (90) days in advance of the termination date.
- 5.2 Should CLEC terminate this Appendix within the first twelve (12) months following the effective date of the Interconnection Agreement, CLEC agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of CLEC's Queries times the rate specified in paragraph 3.1 of this Appendix. The average monthly volume will be calculated using the previous two (2) months' volume divided by two (2) or, if there is less than two months' usage, the average the monthly volume of the first month will be used.
- 5.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or CLEC to terminate the Appendix, SWBT and CLEC shall have no liability to the other in connection with such termination.

6.0 LIMITATION OF LIABILITY

- 6.1 The remedies in paragraph 6.1 of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 6.2 In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 6.3 CALLING NAME INFORMATION, VALIDATION INFORMATION, AND OLNS INFORMATION PROVIDED TO CLEC HEREUNDER SHALL BE PROVIDED "AS IS". SWBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, REGARDLESS OF WHOSE INFORMATION IS PROVIDED. AND, SWBT SHALL NOT BE HELD LIABLE FOR ANY ACTIONS OR OMISSIONS ARISING OUT OF OR IN CONJUNCTION WITH CLEC'S USE OF SUCH INFORMATION. NOTWITHSTANDING THE FOREGOING, SWBT WARRANTS THAT CLEC WILL BE ACCESSING THE SAME LIDB FOR SWBT'S END-USER INFORMATION AS SWBT ACCESSES FOR ITS OWN QUERIES.

- 6.4 SWBT is furnishing access to its LIDB to facilitate CLEC's provision of services to its end users, but not to insure against the risk of completion of any call. While SWBT agrees to make every reasonable attempt to provide accurate LIDB Line Record information, the Parties acknowledge that Line Record information is the product of routine business service order activity and fraud investigations. CLEC acknowledges that SWBT can furnish Line Record information only as accurate and current as the information has been provided to SWBT for inclusion in its LIDB. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.
- 6.5 IN NO EVENT SHALL SWBT, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH CLEC FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF CLEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 COMMUNICATION AND NOTICES

- 7.1 Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Center (LSC). Ordering shall be done through the LSC using the form attached hereto as Exhibit III (LIDB Access Validation Service Order Form).

8.0 CONFIDENTIALITY

- 8.1 Permitted Uses. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of CLEC Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.
- 8.2 Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject all applicable statutes, decisions, and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.