

- 4.4 When Option 1 is used, SBC-7STATE shall produce Telcordia standard Automated Message Accounting (AMA) billing records for the CLEC to use in billing the end user for the DA call.
- 4.5 SBC-7STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.6 SBC-7STATE shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to SBC-7STATE. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in Appendix UNE.
- 5.2 When Option 1 is selected, CLEC shall acquire, at its own expense, its own Nortel TOPS MP or MPX-IWS positions and provision its OSC from the appropriate SBC-7STATE's Nortel TOPS Host switch for CLEC's serving area. SBC-7STATE shall provision the ASN Routers (with sync and token ring cards) at the Nortel D1 Network Interface. The CLEC will bear the cost of all hardware and software it acquires for this Option, and shall reimburse SBC-7STATE for the ASN Routers, plus Engineering, Furnish and Installation charges.
- 5.3 When Option 1 or 1A is chosen, the CLEC shall provide voice and data circuits from the serving SBC-7STATE's host switch to the CLEC's OSC.
- 5.4 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 any vendor certification including payment of any applicable vendor license fees. SBC-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls to provision Option 2. SBC-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.5 The CLEC shall only access Option 3 through an X.25 network.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The Party providing the circuit between CLEC's office and SBC-7STATE'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 SBC-7STATE, and CLEC will reimburse SBC-7STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 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 SBC-7STATE 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 SBC-7STATE 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.

8. BILLING

- 8.1 SBC-7STATE shall bill Options 1, 1.A., and 2 in accordance with SBC-7STATE's IBIS system. SBC-7STATE shall bill Option 3 through a Mechanized Special Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of SBC-7STATE. 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.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, SBC-7STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the BFR process set forth in Appendix UNE.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

11.2.3.1 CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from SBC-7STATE's listing database.

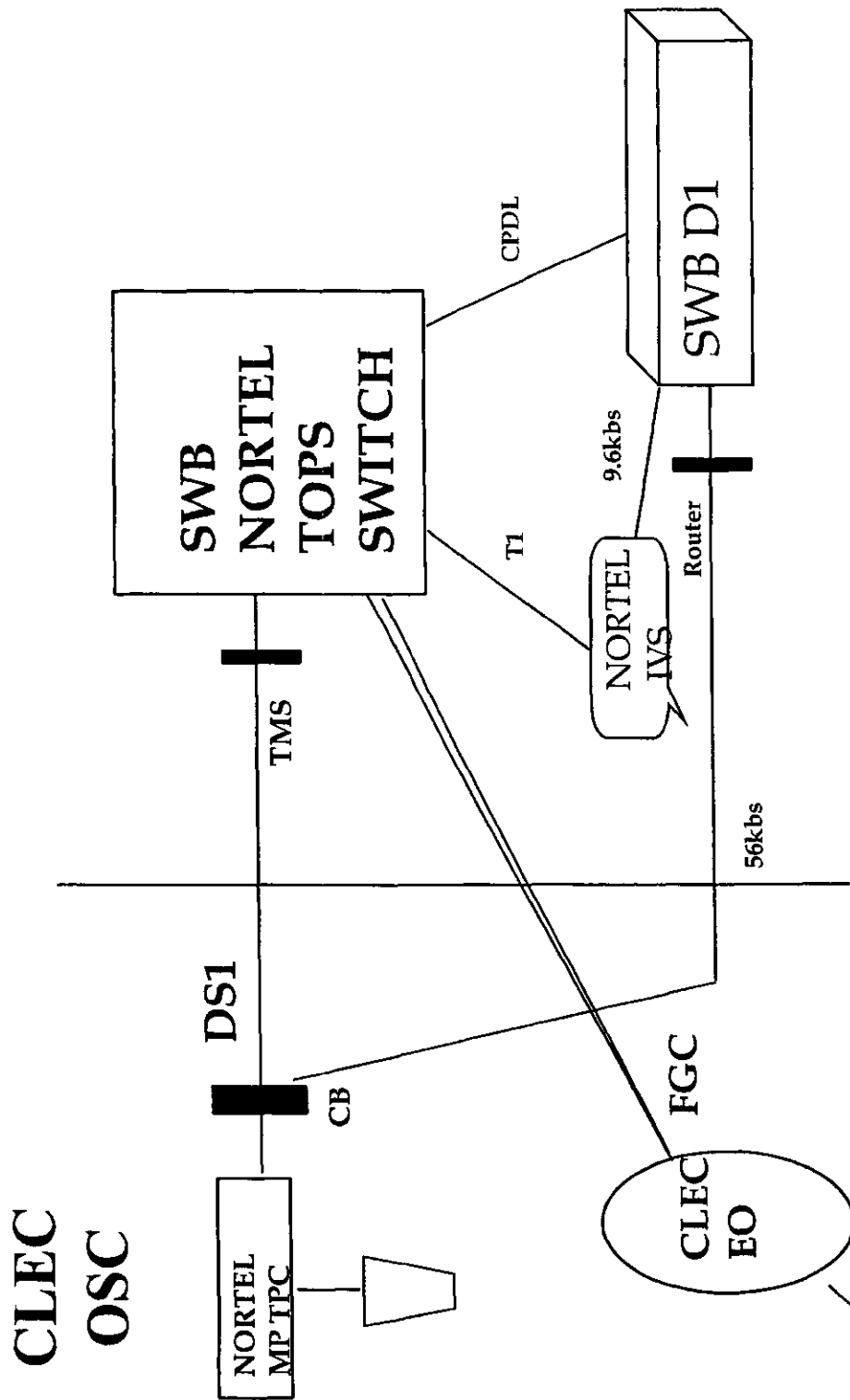
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 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.

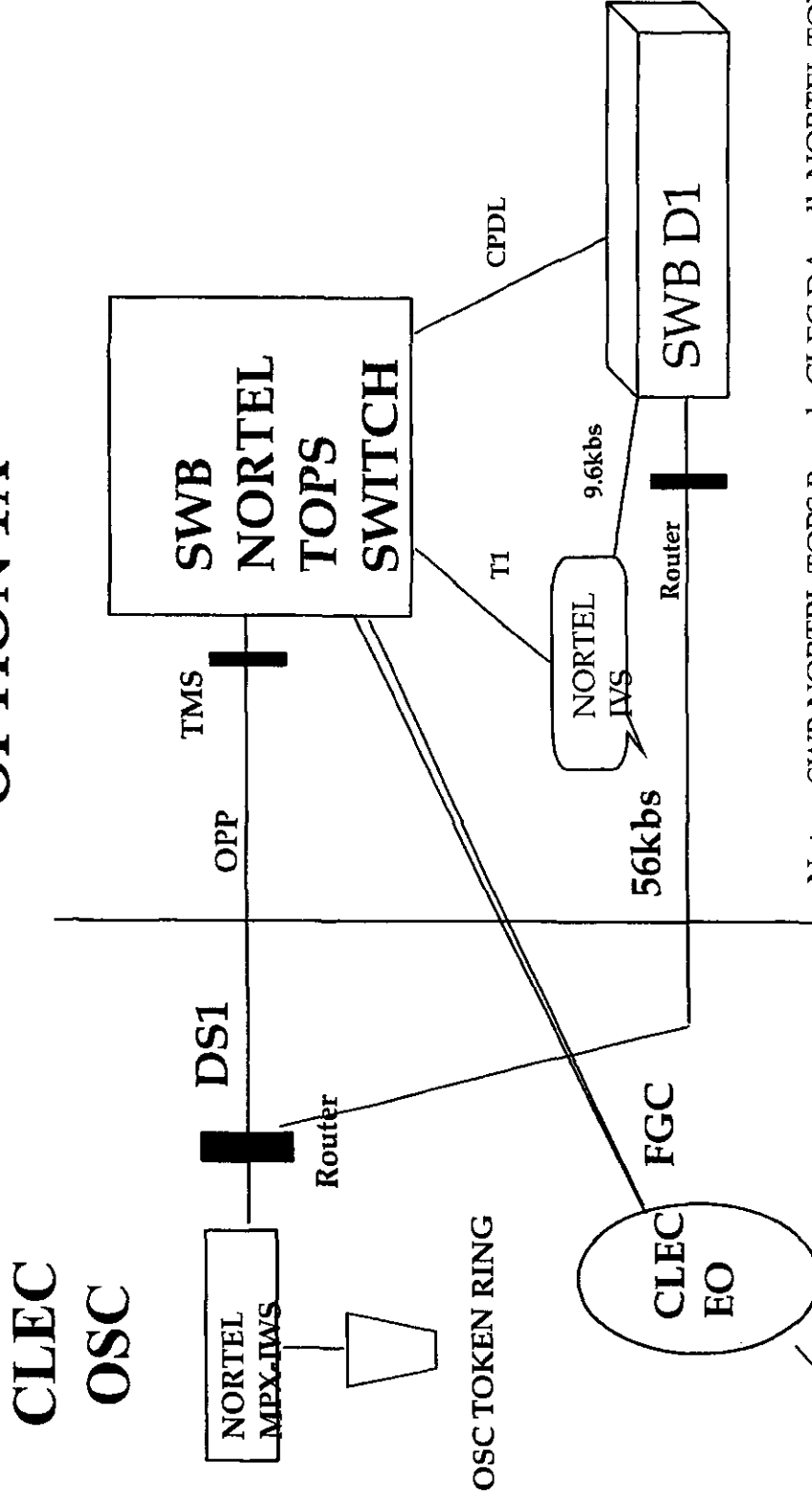
DIRECT ACCESS TO DA CLEC OSC OPTION 1

APPENDIX DIRECT-EXHIBIT I
SBC-7STATE/OMNIPLEX
COMMUNICATIONS GROUP, LLC
092299



Notes: SWB NORTEL TOPS Brands CLEC DA call. NORTEL TOPS Routes CLEC Call to CLEC OSC. NORTEL 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 NORTEL 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.

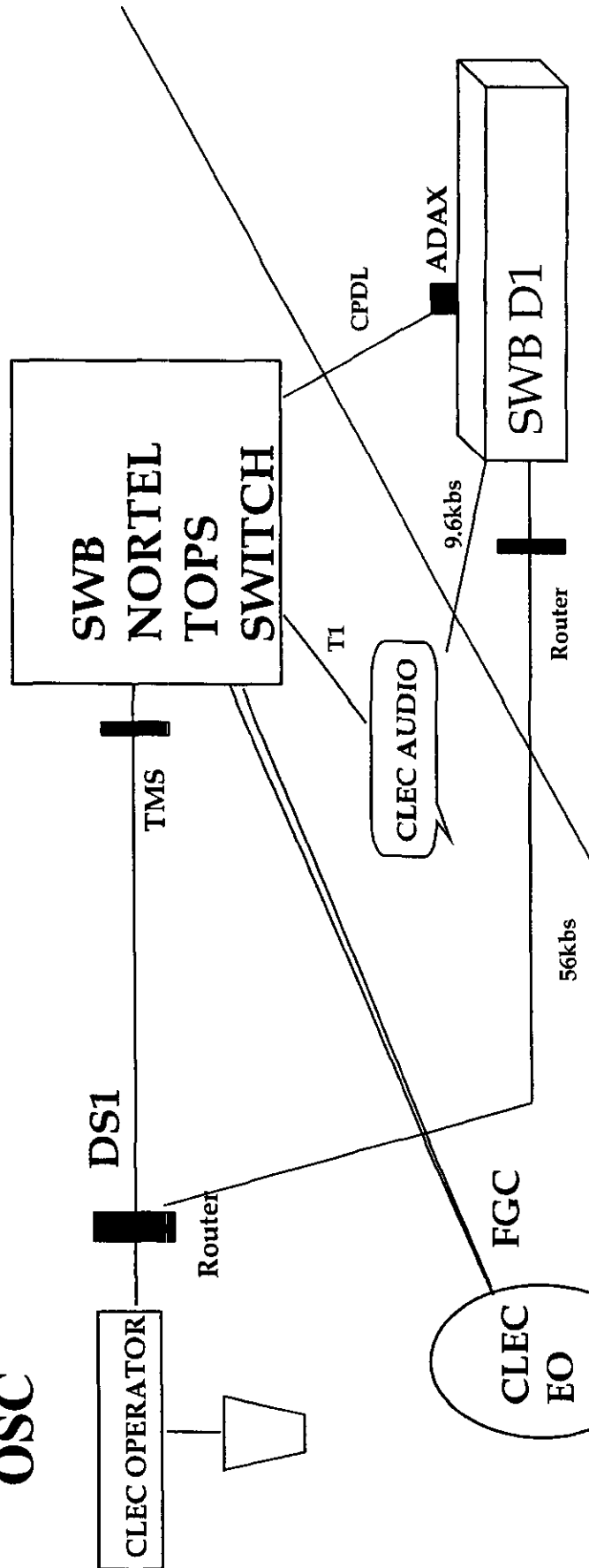
DIRECT ACCESS TO DA CLEC OSC OPTION 1A



Notes: SWB NORTEL TOPS Brands CLEC DA call. NORTEL TOPS Routes CLEC Call to CLEC OSC. NORTEL TOPS IVS provides audio for CLEC call. CLECs will be provisioned off NORTEL TOPS via DS1s from the NORTEL TOPS TMS. From the TMS to the CLEC OSC, 1 voice circuit per each NORTEL 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 NORTEL MPXs.

DIRECT ACCESS TO DA CLEC SWITCH ACCESS OPTION 2

CLEC
 OSC

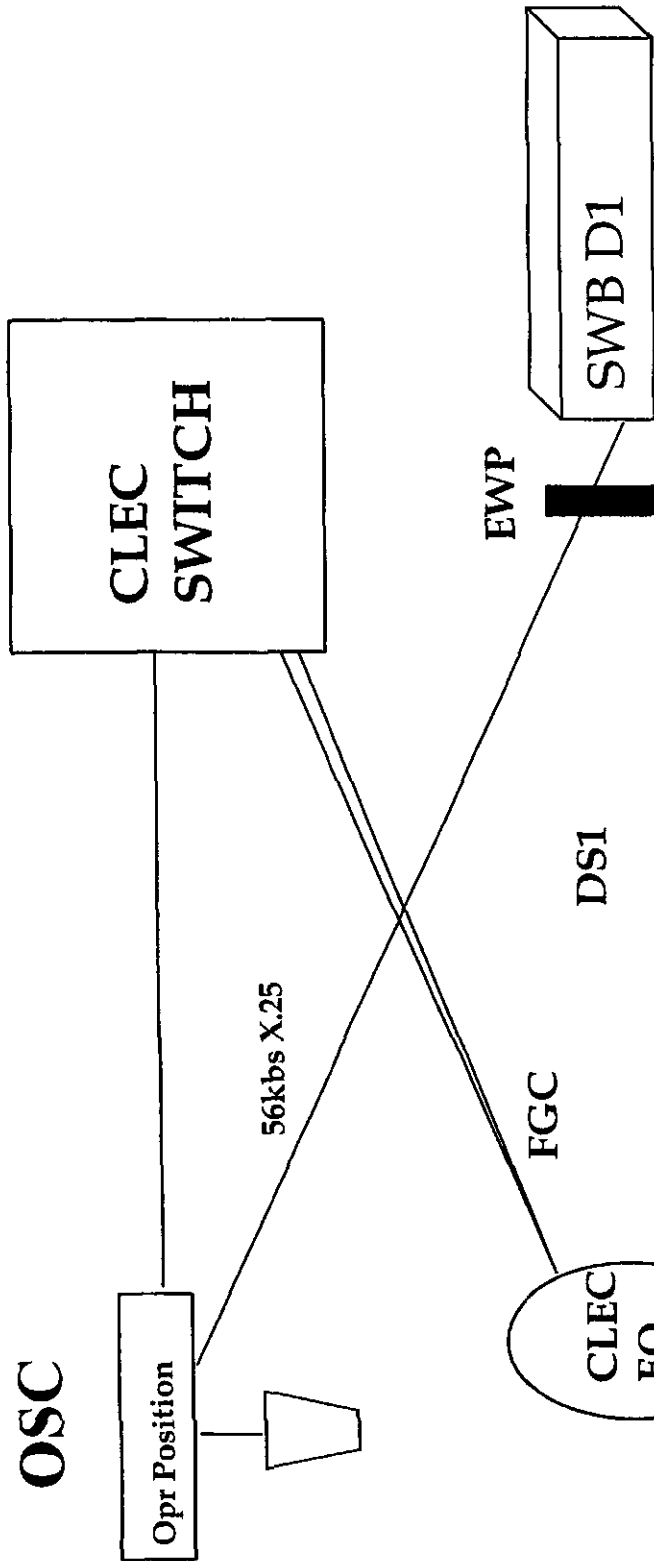


Notes: CLEC switch Brands CLEC DA call. CLEC switch Routes CLEC Call to CLEC OSC. CLEC switch provides audio for CLEC call. Provisioning for the CLEC switch, audio, TMS, OSC will be the CLECs responsibility. The CPDL connections to D1 (ADAX) from the switch and the 56kbs router from the CLEC OSC will 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.

1+411

DIRECT ACCESS TO DA NON-SWITCH EWP ACCESS OPTION 3

CLEC
OSC



Notes: CLEC Brands CLEC DA call. CLEC switch Routes CLEC Call to CLEC OSC.
CLEC Operator position may provide audio for CLEC call. CLEC Operator
position has X.25 access over 56kbs link to SWB EWP. EWP is ADAK port cards
and software.

1+411

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which Southwestern Bell Telephone Company, Pacific Bell, and Nevada Bell (**SBC-7**) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FEX) or interLATA FEX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FEX) and interLATA FEX-like services may be used interchangeably, unless referenced distinctly.
- 1.2 As used herein, (**SBC-7**) means the above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, Texas, California, and Nevada.

2. DEFINITIONS

2.1 "Subscriber Access Lines"

- 2.1.1 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.

2.2 "Feature Group A (FGA) Switched Access Service"

- 2.2.1 For **SWBT** only, FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area (including optional flat rated local traffic) and LATA wide calling areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.
- 2.2.2 For **PACIFIC** only, FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local calling area (excluding ZUM Zone 3) and LATA wide calling areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.
- 2.2.3 For **NEVADA** only, FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local calling area and LATA wide calling areas, in accordance with the

schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 "Open End or Foreign Exchange"

2.3.1 The exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other end users.

2.4 "The Primary Company"

2.4.1 Denotes the Party with the Primary office(s). For interLATA FEX and or interLATA FEX-like services, the Party with Open End will be considered the Primary Company.

2.5 "The Primary Office"

2.5.1 An office which: (1) directly or jointly connects to an interexchange carrier and/or End User: and (2) provides joint FGA switched access, or FEX, service to that interexchange carrier and/or End User allowing calls to or from end offices of the other Party.

2.6 "The Secondary Company"

2.6.1 Denotes the Party with the secondary office(s).

2.7 "The Secondary Office"

2.7.1 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.

2.8 "Access Minutes or Minutes of Use (MOUs)"

2.8.1 Those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FEX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 "Currently Effective Tariff Rate"

2.9.1 The approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 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.
- 3.2 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. Compensation 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 compensation cycle, and will not be required to adjust the previous bills retroactively.
- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FEX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.
- 5.2 Terminating MOUs Development
 - 5.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA and FEX access MOUs for each office in the LATA or a FGA or FEX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FEX MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FEX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FEX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FEX access area as determined by the Primary Company.

5.3 Originating MOUs Development

5.3.1 SWBT only

5.3.1.1 For SWBT only, the Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's end office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area (including optional flat rated local traffic) of the FGA customer as determined by the Primary Company.

5.3.1.2 For SWBT only, the Parties recognize that since originating non-local traffic calling area (excluding optional flat rated local traffic) 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 a local calling area (including optional flat rated local traffic).

5.3.2 PACIFIC only

5.3.2.1 For PACIFIC only, the Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's end office in the local calling area (excluding ZUM Zone 3), as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area (including optional flat rated local traffic) of the FGA customer as determined by the Primary Company.

5.3.2.2 For **PACIFIC** only, the Parties recognize that since originating non-local calling area (including ZUM Zone 3) 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 a local calling area.

5.3.3 **NEVADA only**

5.3.3.1 For **NEVADA** only, the Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's end office in the local calling area (excluding ZUM Zone 3), as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.3.2 For **NEVADA** only, the Parties recognize that since originating non-local traffic calling area 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 a local calling area.

6. **CALCULATION OF REVENUE DISTRIBUTION**

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each end office. This compensation 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 5.2.1 and 5.2.2.
- 6.2 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 5.2.1 and 5.2.2) 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.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
 - 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
 - 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
 - 7.2.3 The total compensation due the Secondary Company, by rate element.
 - 7.2.4 The number of terminating MOUs recorded by the Primary Company.
 - 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
 - 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 7.2.7 Adjustments for uncollectibles.
- 7.3 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.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 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.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE NPA-NXX

EXHIBIT B

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

SECONDARY OFFICE COMPANY

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

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APPENDIX HOST

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (**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 a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 As used herein, the following terms shall be defined and set forth below:
- 2.1.1 Access Usage Record (AUR) - 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).
- 2.1.2 Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of LEC 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 Telcordia Practice BR 981-200-110.
- 2.1.3 Billable Message Record - 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.
- 2.1.4 Centralized Message Distribution System (CMDS) - 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.

- 2.1.5 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Telcordia Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.
- 2.1.6 Full Status Revenue Accounting Office (RAO) - CLEC or LEC that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 Non-Full Status Revenue Accounting Office (RAO) - 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.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from CLEC must be in the industry standard EMR format in accordance with Telcordia 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 Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Appendix Host 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.

- 3.2 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.
- 3.3 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.
- 3.4 For billable message data and/or access usage data received by SWBT for delivery to a 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.

4. BASIS OF COMPENSATION

- 4.1 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. These rates are located in the appendix Appendix Prices under "Other (Resale)" listed as Billable Message Records and or access usage records.
- 4.2 As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Telcordia Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.
- 4.3 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. This rate is located in the appendix Appendix Prices under "Other (Resale)" listed as Electronic Billing Information Data (daily usage) per message.

5. LIABILITY

- 5.1 Any failure to populate accurate information in accordance with Section 3.1 above, will be the responsibility of the CLEC.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

6. DISCLAIMER OF WARRANTIES

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 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 INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company, Pacific Bell and Nevada Bell (**SBC-7STATE**) 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 **SBC-7STATE**.
- 1.2 As used herein, **SBC-7STATE** means the above listed ILEC doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, and Nevada.

2. SERVICES

- 2.1 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:
- 2.2 General Assistance on calls where an attempt to connect the call is required by a local operator.
- 2.3 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 **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.

3.2 **Busy Line Verification**

A service in which an operator asks the Inward Assistance operator to determine the condition of a telephone line.

3.3 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.

4. **RESPONSIBILITIES OF THE PARTIES**

- 4.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with SBC-7STATE's Operator Assistance Host Operator switches in the various tandem locations throughout SBC-7STATE territory.
- 4.2 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 SBC-7STATE will initiate any orders required for modification.
- 4.3 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.
- 4.4 CLEC will furnish request for service in writing to SBC-7STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC-7STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC-7STATE to establish any new interconnection trunking arrangements.
- 4.5 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.

5. **TOLL CENTER CODES**

- 5.1 Attached in Exhibit I is a list of all SBC-7STATE Toll Center Codes for the SBC-7STATE Operator Assistance Operator Services switches. These codes should be used by the CLEC Operators for routing and connecting to the SBC-7STATE Operator for Inward Assistance. The codes are specific to the various SBC-7STATE LATAs where Operator Tandems are established.

5.2 SBC-7STATE 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 SBC-7STATE Operator to the CLEC Operator on an Inward basis.

5.3 If the CLEC requires establishment of a new Toll Center Code they can do so by contacting:

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

6. PRICING

6.1 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 Section 9.1 below. At any time beyond the specified term of this Appendix, SBC-7STATE may change the prices for the provision of Inward Assistance Operator Services upon one hundred-twenty (120) calendar days' notice to carrier. The price set forth in Exhibit II is reciprocal and shall be the price SBC-7STATE will pay CLEC when the SBC-7STATE Operator utilizes the Inward Assistance of CLEC operator.

7. MONTHLY BILLING

7.1 SBC-7STATE 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 SBC-7STATE and remittance in full will be due within thirty (30) calendar days of receipt. For more information on billing, see the General Terms and Conditions of this Agreement.

8. LIABILITY

8.1 The CLEC agrees to defend and hold harmless SBC-7STATE 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 SBC-7STATE and carrier. SBC-7STATE agrees, on a reciprocal

basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

- 8.2 The CLEC also agrees to release, defend and hold harmless **SBC-7STATE** 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 **SBC-7STATE** 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. **SBC-7STATE** agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

9. TERMS OF APPENDIX

- 9.1 Unless sooner terminated, this Appendix will continue in force for a period of one (1) year from the effective date of this agreement and thereafter until terminated by one hundred-twenty (120) calendar days notice in writing from either Party to the other.
- 9.2 If the CLEC terminates this agreement prior to the agreed-upon term of this Appendix, the carrier shall pay, within thirty (30) calendar days of the issuance of a final bill by **SBC-7STATE**, 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 **SBC-7STATE** pursuant to this Appendix prior to its termination. **SBC-7STATE** agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 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 INW

EXHIBIT I

SOUTHWESTERN BELL TELEPHONE OPERATOR SERVICES ACCESS CODES

LATA	LATA NAME	STATE	OPERATOR ASSISTANCE 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	WCFLTXXN104T	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

APPENDIX INW

EXHIBIT II

PRICING

Effective Date

(MO/DD/YR)

The following rate will apply:

<p>This usage rate applies to each call that has been answered by a <u>SBC-7STATE</u> operator on the inward dial code.</p> <p>Rate per actual work second</p>	<p>\$0.017</p>
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APPENDIX INW

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 (Interconnection Trunking Requirements)

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**Appendix ITR
(Interconnection Trunking Requirements)**

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Nevada Bell, Pacific Bell, The Southern New England Telephone Company and/or Southwestern Bell Telephone Company.
- 1.2 SBC-7 means the SBC ILECs excluding The Southern New England Telephone Company
- 1.3 Southwestern Bell Telephone (SWBT) is the SBC ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.4 Pacific Bell (PACIFIC) is the SBC ILEC doing business in California.
- 1.5 Nevada Bell (NEVADA) is the SBC ILEC doing business in Nevada.
- 1.6 Network Interconnection Methods (NIM) designates facilities established between the Parties network architecture. These include Fiber Meets (SONET based in SWBT); Virtual Collocation Interconnection; Physical Collocation Interconnection; interconnection via leased SBC-7 facilities; and other mutually agreed on methods of Interconnection.
- 1.7 This Appendix provides descriptions of the trunking requirements for CLEC and SBC-7 interconnection. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The attached scenarios depict the recommended trunk groups for local, intraLATA toll, interLATA "meet point" and mass calling, E911 and Operator Services Interconnection.

2. LOCAL AND INTRALATA TOLL TRAFFIC

- 2.1 Tandem Trunking – Interconnection at the Tandem for Local and Intralata Toll Traffic
 - 2.1.1 Tandem Trunking - SWBT
 - 2.1.1.1 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 each local tandem and a separate IntraLATA toll trunk group shall be provided to each 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.

2.1.1.2 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. 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. Engineering of these two groups shall result in approximately equally sized groups. When a meet point facility arrangement is used, a single two-way group will be established. For administrative consistency the CLEC will have control for the purpose of issuing ASR's on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section IX B of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.1.1.3 These groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

2.1.2 Tandem Trunking - PACIFIC and NEVADA

2.1.2.1 Tandem Trunking - Single Tandem LATAs

2.1.2.1.1 Where PACIFIC has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group at the tandem for calls destined to or from all end offices that "home" on PACIFIC's tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

2.1.2.2 Tandem Trunking - Multiple Tandem LATAs

2.1.2.2.1 Where PACIFIC has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local

Interconnection Trunk Group at every PACIFIC tandem for calls destined to or from all end offices that "home" on each tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

2.2 Direct End Office Trunking

2.2.1 Direct End Office Trunking – SWBT

2.2.1.1 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 alternately 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. 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. Engineering of these two groups shall result in approximately equally sized groups. 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. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. **SWBT** will use the Trunk Group Service Request (TGSR), as described in section 10.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.2.1.2 These groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

2.2.1.3 Direct End Office Trunking - PACIFIC and NEVADA

2.2.1.3.1 The Parties shall establish direct end office primary high usage Local Interconnection Trunk Groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks.

2.3 Two Way Trunking - SWBT

2.3.1 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 11.2 of this Appendix. Refer to Section 11.1 for further discussion of data exchange arrangements. In the event that parties have not agreed to a timeline for implementation of an exchange of traffic data, interconnection trunks will be provided on a one-way basis until such time as the parties reach agreement on a timeline. Unless agreed upon by both parties, one-way arrangements shall not exceed one year. Where one-way arrangements have been in place for one year or longer and no agreement for a timeline for exchange of data, **SWBT** may at its sole option discontinue the interconnection arrangements described herein. Two-way trunking will be jointly provisioned and maintained. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. **SWBT** will use the Trunk Group Service Request (TGSR), as described in section 10.0 of this Appendix, to request changes in trunking.

2.3.2 Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.3.3 Please refer to Section 10.11.1 for additional information regarding the ordering process.

- 2.3.4 Conversion from one-way trunking to two-way trunking shall be undertaken on a project basis. Mutually agreed upon strategies will be developed during conversion process negotiation.

2.4 Trunk Configuration

2.4.1 Trunk Configuration – SWBT

- 2.4.1.1 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 Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry a **KE** Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a **KEV** Trunk Type Modifier in the CLCI-Message code.

2.4.2 Trunk Configuration – PACIFIC and NEVADA

- 2.4.2.1 When interconnecting at PACIFIC/NEVADA's tandem(s), the Parties agree to optionally establish Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks, where technically feasible, for the sole purpose of transmitting 64K CCC data calls. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech". Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and within the same intervals as any similar growth job for IXC's, CLEC's, or PACIFIC/NEVADA's internal customer demand for 64K CCC trunks.
- 2.4.2.2 In interconnecting at PACIFIC/NEVADA's digital end offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3. MEET POINT TRUNKS

3.1 Meet Point Trunks - General

- 3.1.1 MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
- 3.1.2 SBC-7 will not offer blocking capability for Switched Access customer traffic delivered to any SBC-7 tandem for completion on CLEC's network. The Parties understand and agree that Meet Point Trunking arrangements are available and functional only to/from Switched Access customers who directly connect with any SBC-7 tandem that CLEC subtends in each LATA. In no event will SBC-7 be required to route such traffic through more than one tandem for connection to/from Switched Access customers. SBC-7 shall have no responsibility to ensure that any Switched Access customer will accept traffic that CLEC directs to the Switched Access customer. SBC-7 also agrees to furnish CLEC, upon request, a list of those IXCs which also interconnect with SBC-7's tandem(s).

3.2 Meet Point Trunks – SWBT

- 3.2.1 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 an access toll connecting trunk group to one SWBT tandem within the exchange in one state provided all IXCs are required to have a POP in each tandem, in order to prevent double-tandeming calls from a CLEC on one tandem and an IXC on another. 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 11.0 of this Appendix. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling. For administrative consistency the CLEC will have control for the purpose of issuing ASR's on this two-way trunk group. SWBT will use the Trunk Group Service Request (TGSR), as described in section 10.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.2.2 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.

3.3 Meet Point Trunks – PACIFIC and NEVADA

- 3.3.1 InterLATA traffic shall be transported between CLEC's Central Office and PACIFIC/NEVADA's Access Tandem over a "Meet Point" Trunk Group separate from Local and IntraLATA Toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of jointly provided Switched Access traffic between CLEC's End Users and Interexchange Carriers via a PACIFIC/NEVADA Access Tandem. These trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency (MF) signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling protocol.
- 3.3.2 CLEC will provide all CCS signaling including, without limitation, Charge Number and originating line information (OLI). For terminating FGD, PACIFIC/NEVADA will pass all CCS signaling including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by CARRIER wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes

3.4 Meet Point Trunks – PACIFIC Exceptions

- 3.4.1 When PACIFIC has more than one Access Tandem within a LATA, the CLEC shall utilize a separate Meet Point Trunk Group to every PACIFIC Access Tandem within the LATA under which the CLEC "homes" an NPA-NXX, using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk groups. CLEC will home its NPA-NXXs to the tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 3.4.2 CLEC will home new codes serving a particular community on the tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home

Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.

4. 800 (888) TRAFFIC

4.1 800 (888) TRAFFIC - SWBT

- 4.1.1 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.
- 4.1.2 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. Calls will be routed to SWBT over the intra-LATA/Local and inter-LATA trunk groups within the LATA the calls originate in.

4.2 800 (888) TRAFFIC - PACIFIC and NEVADA

- 4.2.1 All originating Toll Free Service calls for which CLEC requests that PACIFIC/NEVADA perform the Service Switching Point (SSP) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
- 4.2.2 All post-query Toll Free Service calls for which CLEC performs the SSP function, if delivered to PACIFIC/NEVADA, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend the tandem.

5. **E911**

5.1 **E911**

5.1.1 A segregated trunk group will be required to interconnect with SBC-7's E911 tandem within the exchange in which CLEC offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling, or SS7 signaling where available.

6. **HIGH VOLUME CALL-IN NETWORK**

6.1 A separate High Volume Call In-Local Interconnection (HVCI-LI) trunk group may be provisioned between CLEC's end office(s) and **SBC-7**'s LERG-esignated High Volume Call-In tandem(s) or High Volume Call-In Serving Office(s) for each of **SBC-7**'s Mass Calling NPA-NXX(s) in a LATA or, alternately, between CLEC's tandem and SBC-7's LERG-designated HVCI tandem(s) or HVCI Serving Office(s). This HVCI-LI trunk group shall be designed and built as one-way (CLEC Central Office-to-**SBC-7** tandem) only and shall use MF signaling. As the HVCI-LI trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. It is recommended that this group be sized as follows:

6.1.1

Number of Access Lines Served	Number of HVCI-LI Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 Maximum

6.2 All applicable compensation arrangements described elsewhere for Local Interconnection Trunks/Trunk Groups and terminating access shall apply to HVCI-LI Trunks/Trunk Groups and traffic.

6.3 Should CLEC assign a Mass Calling code and establish an HVCI-LI interface for traffic destined to its HVCI central office(s), CLEC must "home" its HVCI-serving office on a PACIFIC HVCI tandem, and a similar HVCI-LI trunking arrangement (1-way outgoing with MF signaling) will be provided from SBC-7's tandem to CLEC. In order to allow the parties time to order and install such

HVCI-LI trunks, CLEC must provide SBC-7 notification of its intention to deploy Mass Calling code(s) at least ninety (90) days before such codes are opened in the LERG. If CLEC finds it necessary to issue a new choke telephone number to a new or existing mass calling customer, CLEC may request a meeting to coordinate with SBC-7 the assignment of choke telephone number from the existing choke NXX.

- 6.4 Where **SBC-7** and CLEC both provide HVCI-LI trunking, both parties' HVCI-LI trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

7. OPERATOR SERVICES

7.1 Operator Services - Inward Operator Assistance - SWBT

7.1.1 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.

7.1.2 Inward Operator Assistance (Toll Center (TC) Code plus 121) - To enable the CLECs designated operator service provider to go inward to SWBT, the CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the SWBT TOPS tandem utilizing MF signaling. SWBT will initiate an ASR for a one-way MF signaling trunk groups from its TOPS tandem to the CLECs designated operator services switch. The traffic use code for each of these groups should be OAJ.

7.2 Operator Services - Inward Operator Assistance – PACIFIC and NEVADA

7.2.1 Operator Contract - Inward Operator Assistance

7.2.1.1 CLEC may choose the following interconnection option for Inward Operator Assistance as follows:

7.2.2 The CLEC Operator Switch

- 7.2.2.1 The CLEC reports its switch as the designated serving switch for its NPA-NXXs and requests PACIFIC to route its calls requiring Inward Operator Assistance to the CLEC. This option requires a segregated one-way trunk group with MF signaling from PACIFIC TOPS Tandem to the CLEC switch, and a segregated one-way trunk group with MF signaling from the CLEC switch to the PACIFIC TOPS Tandem.

7.2.3 BLV and BLVI

- 7.2.3.1 BLV and BLVI inquiries between operator bureaus shall be routed over the Local Interconnection Trunks using network-routable access codes published in the LERG.

7.3 Operator Services – Directory Assistance -SWBT

7.3.1 Operator Contract with SWBT

- 7.3.1.1 Directory Assistance (DA) - The CLEC may contract for DA services only. A segregated trunk group for these services will be required to each SWBT TOPS tandem within the LATA. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

- 7.3.1.2 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 each SWBT TOPS tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

7.3.2 Busy Line Verification

- 7.3.2.1 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.

7.3.3 Operator Assistance (0+, 0-)

7.3.3.1 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. Modified Operator Services Signaling (2 Digit ANI) 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.

7.3.4 10 Digit – Exchange Access Operator Services Signaling

7.3.4.1 10 Digit – CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access end offices (EAEO) to the TOPS switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

7.4 Operator Services – Directory Assistance – PACIFIC and NEVADA

7.4.1 Directory Assistance (DA)

7.4.1.1 CLEC may contract for DA services only. A segregated trunk group for these services would be required to PACIFIC/NEVADA's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling.

7.4.2 Express Call Completion (ECC)

7.4.2.1 CLEC contracting for DA services may also contract for ECC. This requires a segregated one-way trunk group to PACIFIC/NEVADA's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF signaling.

7.4.3 Busy Line Verification

7.4.3.1 When PACIFIC's operator is under contract to verify CLEC's End User loop, PACIFIC will utilize a segregated one-way trunk group with MF signaling from PACIFIC's Access Tandem to CLEC switch.

7.4.4 Operator Assistance (0+, 0-)

7.4.4.1 This service requires a one-way trunk group from CLEC's switch to PACIFIC's TOPS tandem. This trunk group may carry ECC calls in addition to OA calls. MF and Operator Services signaling will be required on the trunk group.

8. TRUNK DESIGN BLOCKING CRITERIA

8.1 Trunk and Design Criteria-PACIFIC and NEVADA

8.1.1 A blocking standard of one half of one percent (.005) during the average busy hour, for alternate final trunk groups between the Parties networks carrying Meet Point traffic shall be maintained. All other direct final trunk groups shall be engineered with a blocking standard of one percent (.01). Trunk forecasting and servicing for interconnection, Operator and E-911 trunk groups shall be based on the following design blocking criteria during the average busy hour:

8.1.2

Number of Access Lines Served	Number of HVCI-LI Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 Maximum

8.2

Trunk Group Type	Design Blocking Criteria
Local Interconnection EO to EO	1%
Local Interconnection AT to EO	0.5%
Meet Point	0.5%
Operator Services (DA/DASCC)	1%
Operator Services (0+, 0-)	1%
BLVI	1%
E911	1%

9. FORECASTING RESPONSIBILITIES

- 9.1 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 9.2 CLEC will provide an initial trunk forecast for establishing the initial interconnection facilities and equipment. CLEC will provide subsequent forecasts on a semi-annual basis in the months of December and June, no later than January 1 and July 1, concurrent with the publication of **SBC-7's** General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years, and the use of Common Language Location Identifier (CLLI-MSG) which is described in Bellcore documents BR795-100-100 and BR795-400-100.
- 9.3 The semi-annual forecasts shall include:
- 9.3.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point Trunks, End Office Local Interconnection trunks, and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (3) (current and plus-1 and plus-2) years; and
- 9.3.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders for greater than four (4) DS-1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. **(8 DS-1s for PACIFIC, 4 DS1s for SWBT/NEVADA BELL)**
- 9.3.3 The Parties shall agree on a forecast provided under Section 9.1 to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities

and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

9.4 Forecasting Responsibilities – SWBT Exceptions

9.4.1 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.

9.5 Forecasting Responsibilities – PACIFIC and NEVADA exceptions

9.5.1 If forecast quantities are in dispute the Parties shall meet to reconcile the forecast to within forty- eight (48) DS0 trunks.

10. TRUNK SERVICING

10.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk group.

10.2 As discussed in this Appendix, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

10.3 In A Blocking Situation

10.3.1 In a blocking final situation, a TGSR will be issued by SBC-7 when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.

10.4 Underutilization

10.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

10.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on A monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

10.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for PACIFIC/NEVADA BELL, 10 business days for SWBT)

10.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR. (20 business days for PACIFIC/NEVADA BELL, 10 business days for SWBT)

10.4.1.4 If SBC-7 does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-7 will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC-7 will issue an ASR to resize the Interconnection trunks and facilities. (20 business days for PACIFIC/NEVADA BELL, 10 business days for SWBT)

10.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

- 10.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for PACIFIC/NEVADA BELL, 10 business days for SWBT)
- 10.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC-7's Switched Access service.
- 10.6 Projects require the coordination and execution of multiple orders or related activities between and among SBC-7 and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 10.6.1 Orders that comprise a project, i.e., greater than eight (8) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. (8DS-1's for PACIFIC, 4 DS-1's for SWBT/NEVADA BELL)
- 10.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC-7 will be responsible for engineering its network on its side of the POI.
- 10.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on SBC-7's intrastate Switched Access intervals. If the CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC-7 shall treat that ASR as though it had been canceled. (30 calendar days for PACIFIC/NEVADA BELL, 45 calendar days for SWBT).
- 10.9 Trunk servicing responsibilities for TOPS trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 10.10 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. Trunk groups

must be at 85% or greater utilization in order to qualify for expedited order processing.

10.11 Trunk Servicing - SWBT Exceptions

10.11.1 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 10.6.2 above. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

10.12 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 9.4.1 using Design Blocking Objectives stated in section 8.

11. SERVICING OBJECTIVE/DATA EXCHANGE

11.1 Each of the Parties agrees to provide traffic data to the other party for all calls delivered to the other party. 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. Upon request, each Party will make available to the other trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retries, and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in a four-week study period and the number of valid days of measurement. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage Overflow Peg Count, and Maintenance Usage measured in CCS on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request.

11.2 Parties must agree to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or File Transfer

Protocol (FTP) computer to computer file transfer process. Implementation shall be within three (3) weeks of the effective date of this Appendix for existing trunks or trunk groups and within three (3) months of the effective date, or such date as agreed upon, for new trunks or trunk groups.

11.3 This is in TGSR methods.

12. NETWORK MANAGEMENT

12.1 Restrictive Controls

12.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and PACIFIC will immediately notify each other of any protective control action planned or executed.

12.2 Expansive Controls

12.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

12.3 Mass Calling

12.3.1 CLEC and PACIFIC shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 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 LIDB-AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix between Southwestern Bell Telephone Company (**SWBT**) and CLEC sets forth the terms and conditions upon which **SWBT** will provide data base administration to store CLEC's Line Records in **SWBT's** Line Information Data Base (LIDB).
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Arkansas, Oklahoma, Kansas, and Texas.

2. DEFINITIONS

- 2.1 As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:
 - 2.1.1 "Account Owner" - means the telecommunications company that has subscriber data resident in **SWBT's** LIDB and is perceived by the subscriber as being his or her local service provider.
 - 2.1.2 "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.
 - 2.1.3 "Billed Number Screening (BNS)" - means a process that uses a database to determine specific characteristics and/or End User preferences with respect to a billed number.
 - 2.1.4 "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.
 - 2.1.5 "Data Base (or Database)" - means an integrated collection of related data. In the case of LIDB, the database is the Line Record and related line information.
 - 2.1.6 "Data Base Administration Center (DBAC)" - means a **SWBT** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

- 2.1.7 "Group Record" - means information in LIDB or LVAS that is common to all Line Records in an NPA-NXX or NPA-01/1XX.
- 2.1.8 "LIDB Editor" - means a SCP tool that bypasses LVAS and provides emergency access to LIDB for data administration.
- 2.1.9 "Line Information Data Base (LIDB)" - means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains information associated with subscriber Line Records and Special Billing Number Records. LIDB accepts queries from Common Channel Signaling (CCS) network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that can be stored against a Line Record in LIDB are: ABS Validation data, Originating Line Number Screening (OLNS) data, ZIP code data, and calling name data.
- 2.1.10 "Line Record" - means information in LIDB or LVAS that is specific to a single telephone number or special billing number.
- 2.1.11 "Line Validation System (LVAS)" - means an off-line administrative system, used by SWBT to add, delete, and change information in LIDB. For purposes of this Appendix, LVAS is SWBT's service management system (SMS) for LIDB.
- 2.1.12 "LVAS User's Group" - means a forum that SWBT provides for all Account Owners in SWBT's LIDB.
- 2.1.13 "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 stores PINs for those line numbers that have an associated calling card.
- 2.1.14 "Query" - means an SS7 TCAP message sent to a Database requesting information.
- 2.1.15 "Response" - means an SS7 message sent in reply to a Query.
- 2.1.16 "Toll Billing Exception (TBE)" - means a LIDB option that allows End Users to restrict third number billing or collect calls to their lines.
- 2.1.17 "Service Management System (SMS)" - means an off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Appendix, the SMS for LIDB is LVAS.

- 2.1.18 "Sleuth" - means an off-line administration system that **SWBT** uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences requiring fraud investigation. Detection parameters are based upon vendor recommendations and **SWBT's** analysis of collected data and are subject to change from time to time.
- 2.1.19 "Special Billing Number (SBN)" - means Line Records in LIDB that are based on an NPA-01/1XX-XXXX numbering format.
- 2.1.20 "Tape Load Facility" - means data entry points at LVAS and the SCPs where LIDB resides.
- 2.1.21 "Translation Type" - means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 2.1.22 "Validation Information" - means an Account Owner's Line records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 **SWBT's** LIDB is connected directly to a service management system (i.e., LVAS), a Database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SWBT's** LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).
- 3.2 From time-to-time, **SWBT** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. **SWBT** will coordinate with CLEC to provide CLEC with the opportunity to update its data concurrent with **SWBT's** updates of **SWBT's** own data. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 LVAS provides CLEC with the capability to access, create, modify or update CLEC's Line Record Information in LIDB when such records are associated with

CLEC's subscriber accounts that are provided by CLEC through means other than resale.

- 4.2 CLEC understands and agrees that it cannot use any of the interfaces SWBT provides under this agreement to access any Line Records CLEC might have in SWBT's LIDB that are associated with resold services. SWBT will provide administration of such accounts as part of the resold service offering(s) CLEC provides to the subscriber.
- 4.3 LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into LVAS.
- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. SWBT will provide CLEC with access to the RAF for the Service Order Entry Interface at no additional charge. CLEC does not gain access to any other SMS, interface, database, or to an operations support system through this Appendix.
- 4.3.1.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide CLEC with Database Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Service Order Entry Interface, it will not have

access to any data administration capabilities available solely to the Interactive Interfaces that CLEC has chosen not to use.

- 4.3.1.5 **SWBT** will provide CLEC with **SWBT**-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.
- 4.3.1.6 CLEC understands and agrees that its access to LVAS through the Service Order Entry Interface will be limited to its subscribers' Line Records.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **SWBT**'s LVAS that is equivalent to **SWBT**'s access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks **SWBT**'s LIDB DBAC personnel can perform on **SWBT**'s own Line Records.
- 4.3.2.2 **SWBT** will provide CLEC with the Interactive Interface through a modem. CLEC understands and agrees that its access to LVAS through the Interactive Interface will be limited to its subscribers' Line Records.
- 4.3.2.3 CLEC will access the Interactive Interface through a remote access facility (RAF). The RAF will provide **SWBT** with a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SWBT**'s Interactive Interface. **SWBT** will provide CLEC with access to the RAF for the Interactive Interface at no additional charge. CLEC does not gain access to any other SMS, interface, database, or to an operations support system through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with LVAS hardware and software.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only interface to LVAS or CLEC can choose to use this interface in conjunction with any other interface that **SWBT** provides under this Appendix. CLEC understands and agrees that if it chooses

to use only the Interactive Interface, it will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

- 4.3.2.6 SWBT will provide CLEC with SWBT-specific documentation in the form of screen prints and prints of help screens.

4.3.3 Tape Load Facility Interface

- 4.3.3.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility similar to the manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LVAS.
- 4.3.3.2 The Tape Load Facility Interface is available only for special occurrences, such as CLECs initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above the CLEC's normal daily update processing.
- 4.3.3.3 CLEC can choose to load or administer its data, as set forth in 4.3.3.1 through 4.3.3.2 of this Appendix using one of two options. CLEC can either choose to create a single tape which SWBT will process through LVAS as set forth in Section 4.3.3.4 of this Appendix or CLEC can choose to create multiple tapes, one for LVAS and one for each LIDB node as set forth in Section 4.3.3.5 of this Appendix.
- 4.3.3.4 If CLEC chooses the single tape option, CLEC will create and deliver one set of tape(s) to SWBT's LVAS System Administrator. Upon receipt of the tapes, SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,00 (five hundred thousand) Line Records or less. SWBT will use these tapes to update or create CLEC's records in LVAS. SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible. SWBT will provide CLEC with SWBT-specific documentation of the record format and hardware requirements for such tapes and CLEC agrees to comply with such documentation in creating its tapes. SWBT

will also provide CLEC with the name and address of SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

- 4.3.3.5 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SWBT will provide CLEC with SWBT-specific documentation of record formats and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.
- 4.3.3.6 SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC data.
- 4.3.3.7 CLEC understands and agrees that its record access through the Tape Load Facility Interface is only for CLEC's subscribers' Line Records. CLEC agrees that it will not use the Tape Load Facility Interface to modify any Group Record. CLEC further agrees that it will not use the Tape Load Facility Interface to modify any Line Record not belonging to CLEC.

4.3.4 LIDB Editor Interface

- 4.3.4.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when LVAS is unable to access LIDB or when LVAS is otherwise inoperable. SWBT will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with LVAS.
- 4.3.4.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to such SWBT employees only for the same purposes that SWBT has access to LIDB Editor.

- 4.3.4.3 **SWBT** limits the use of the LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.3.4.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.3.4.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SWBT** at the time CLEC makes its update request. CLEC and **SWBT** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.3.4.6 CLEC understands and agrees that the LIDB Editor Interface bypasses LVAS. CLEC further understands that using this interface results in discrepancies between LVAS data and LIDB data. CLEC further agrees that it will confirm all LIDB Editor Interface updates by completing a corresponding update over the LVAS interface(s) CLEC regularly uses once those interface(s) become operational. CLEC further understands and agrees that if it does not confirm such updates that the LIDB audit, as discussed in Sections 4.3.4 through 4.3.4.4 of this Appendix will reverse any changes made using the LIDB Editor Interface.

4.3.5 **LIDB Audit**

- 4.3.5.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB audit is against Line Record and Group Record information in LVAS and LIDB, regardless of account ownership.
- 4.3.5.2 **SWBT** will run the LIDB audit on a daily basis.
- 4.3.5.3 **SWBT** will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access these files only through the Interactive Interface.
- 4.3.5.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Appendix.

4.3.6 Source Audit

- 4.3.6.1 This audit verifies that an Account Owner's records in LVAS match the source of the Account Owner's records.
- 4.3.6.2 **SWBT** will provide CLEC with a file containing CLEC's Line Records in LIDB. CLEC will specify if **SWBT** will deliver the source audit file by either magnetic tape or electronically over the Service Order Entry Interface.
- 4.3.6.3 CLEC will audit its LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Appendix.
- 4.3.6.4 **SWBT** will provide CLEC with scheduled and unscheduled source audits as set forth immediately below:
 - 4.3.6.4.1 **SWBT** will provide CLEC with a source audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates that **SWBT** will provide such audit files.
 - 4.3.6.4.2 CLEC can request additional source audit files and **SWBT** will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

4.4 Sleuth

- 4.4.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation. Pacific Bell will provide CLEC with an alert as set forth in Section 6.4 through 6.4.4 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

- 5.1 **SWBT** will provide to CLEC, on request, **SWBT**-specific documentation regarding record formatting and associated hardware requirements for CLEC to access each of the interfaces that **SWBT** provides for LIDB data administration.

- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 Magnetic tapes submitted by CLEC must conform to SWBT's hardware specifications. This may include 9-track and 8mm tapes as well as other site-specific limitations. SWBT will provide CLEC with all magnetic tape hardware requirements upon request. CLEC will create the magnetic tapes its submits for input over the Tape Load Interface.
- 5.4 SWBT will input information provided by CLEC into LIDB for the NPA-NXXs and/or NPA-01/1XXs set forth in Exhibit I, attached hereto and made a part hereof. CLEC shall provide all information needed by SWBT to create a complete Line Record in LVAS and LIDB. This information includes, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and calling name information.
- 5.5 CLEC will furnish, prior to the initial LVAS load, and as requested by SWBT thereafter, the following forecast data:
- 5.5.1- the number of working lines per account group
 - 5.5.2- the number of working line numbers to be established
 - 5.5.3- the average number of monthly changes to these records
 - 5.5.4- the number of busy hour queries, by query type
 - 5.5.5- the number of annual queries by query type
- 5.6 If SWBT, at its discretion, determines that it lacks adequate storage, or processing capability prior to the initial loading of CLEC information, SWBT will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SWBT to establish complete Line Records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or TBE.
- 5.8 CLEC understands and agrees that it is solely responsible for all Line Records that contain CLEC's Account Owner identifiers. This includes all data, data administration, Line Records that CLEC creates, Line Records SWBT creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records. CLEC will administer its data in LIDB through the LVAS interfaces SWBT provides in Sections 4.3.1 through 4.3.4 of this Appendix. CLEC further understands and agrees that the interfaces offered in Sections 4.3.1 through 4.3.4 of

this Appendix are the sole means through which administration of CLEC's Line Records in SWBT's LIDB can occur for non-resold accounts.

- 5.9 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in SWBT's LIDB, CLEC will administer those records through the LVAS interfaces SWBT offers in Sections 4.3.1 through 4.3.4 of this Appendix, so that companies that query SWBT's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.10 CLEC understands and agrees that SWBT's LIDB is accessed by many different companies and that these companies expect a high degree of accuracy in the response information provided to their queries as well as consistent types of data for all Account Owners. CLEC agrees to administer its data in SWBT's LIDB in such a manner that SWBT's accuracy of response information and consistency of available data is not adversely impacted.
- 5.11 CLEC agrees that it will delete from SWBT's LIDB, any Line Record CLEC migrates to another LIDB or similar Database. CLEC will delete such record within 24 (twenty-four) hours of the migration unless otherwise agreed to by SWBT. If CLEC fails to delete such Line Records within 24 (twenty-four) hours of migration, SWBT, at its discretion, may delete such record.
- 5.12 CLEC further agrees that SWBT may delete any CLEC Line Record from LVAS and LIDB that CLEC has abandoned. SWBT will consider a Line Record abandoned when such Line Record remains in transitional status for a period of time agreed to by the LVAS User's Group. SWBT's ability to delete such abandoned Line Records does not relieve CLEC of its responsibility to correctly and accurately administer its data on a timely basis.
- 5.13 SWBT will provide the capability needed to perform query/response functions on a call-by-call basis for the Line Records of CLEC that reside in SWBT's LIDB.
- 5.14 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SWBT's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of LVAS service and the Sleuth System, as set forth in SWBT practices. The Parties acknowledge that SWBT may change those practices from time to time.
- 5.15 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is the responsibility of SWBT. CLEC acknowledges and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any

such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

- 5.16 CLEC acknowledges that SWBT will, in its sole discretion, allow or negotiate any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in SWBT's LIDB. CLEC acknowledges that when SWBT allows a query originator to access SWBT's data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.
- 5.17 CLEC acknowledges that SWBT does not have LIDB Data Screening capability at the Account Owner level in LIDB. LIDB Data Screening at the Account Owner-level allows an Account Owner to deny complete or partial access to its LIDB data to specified query originators. Should CLEC desire to obtain Account Owner-level LIDB Data Screening, CLEC agrees to negotiate the specific terms and conditions for this capability once SWBT makes Account Owner-level LIDB Data Screening available.

6. BILLING

- 6.1 CLEC will pay SWBT the amounts billed for the services rendered within thirty (30) days of the invoice date.
- 6.2 When SWBT or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SWBT or a third party.
- 6.2.2 CLEC will provide to SWBT or the third party all necessary billing information needed by SWBT or the third party to bill the end user directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in 6.2.2 of this Appendix, that companies might choose to deny services to CLEC's subscribers.
- 6.4 Compensation for Data Access
- 6.4.1 SWBT will provide compensation to CLEC for access of CLEC's data in SWBT's LIDB only as set forth in Sections 6.4.1 through 6.4.4 of this Appendix. SWBT offers the terms of Sections 6.4.1 through 6.4.4 only as a package and such terms are contingent upon CLEC's acceptance of the

rates set forth in this section for CLEC's access to SWBT's LIDB. Such rates may be different from the rates CLEC obtains through negotiation or arbitration of SWBT's LIDB Query rates.

Validation Service Query	\$.026 per query
CNAM Service Query	\$.0036 per query
OLNS Service Query	\$.0055 per query
SNS Query	To Be Determined
Query Transport	\$.0044 per query
(Query Transport applies to all query types)	

- 6.4.2 SWBT will pay a commission to CLEC for queries against CLEC's data stored in SWBT's LIDB as set forth in Sections 6.4.1 through 6.4.4 of this Appendix. The data stored is for subscribers' records provided through means other than the resale of SWBT services. The commission for non-SWBT queries will be forty percent (40%) of the rate SWBT charges to the query originator. Commissions of SWBT-originated queries to CLEC records will be paid at forty percent (40%) of the rate charged to CLEC as a query originator. SWBT will pay the commissions on a monthly basis as a credit on CLEC's bill. The monthly settlement will include the number of queries by query type. Either Party reserves the right to renegotiate the terms and conditions of the commission structure.
- 6.4.3 Until SWBT has the technical ability to identify Line Record ownership of all Line Records in LIDB, and until SWBT has developed billing processes to provide compensation for access to CLEC's data, SWBT and CLEC will mutually agree upon a method of compensation or true-up procedure.
- 6.4.4 SWBT will waive the nonrecurring charges for the initial establishment of LIDB Services. Subsequent requests for service will incur the nonrecurring charges for the activity requested.

7. LIABILITY

- 7.1 SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of LVAS, 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 damages for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for LVAS during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- 7.2 SWBT shall not be liable for any losses or damages arising out of SWBT's administration of Sleuth.
- 7.3 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 AGREEMENT.
- 7.4 CLEC agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of SWBT's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SWBT is found liable as a result of its sole negligence.
- 7.5 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly arising out of SWBT's administration of Sleuth, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for SWBT is found liable as a result of its gross negligence or willful misconduct.
- 7.6 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 7.7 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly arising out of CLEC's refusal to provide billing as set forth in Paragraph 6.2.1 of this Appendix.

8. **DISCLAIMER OF WARRANTIES**

- 8.1 SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LVAS SERVICE, LIDB OR THE SLEUTH SYSTEM. ADDITIONALLY, SOUTHWESTERN BELL 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.

9. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

- 9.1 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 LIDB-AS

EXHIBIT I

1. RECORDS TO BE ADMINISTERED

- 1.1 Southwestern Bell Telephone Company (**SWBT**) will provide service management system and other interface service capabilities to CLEC as set forth in this Appendix and attached Exhibit or Exhibits for the following CLEC Group Records:

- 1.2 **(SWBT)** is the above listed ILEC doing business in Arkansas, Missouri, Kansas, Oklahoma, and Texas.

2. EXCHANGE NAME

NPA NXX

NXX-01/1XX

[illegible]

- 2.1 These exchanges are to be administered in the following routing guides.

- 2.2 Please check one: ☐ LIDB Access Routing Guide (LARG)
☐ Calling Name Access Routing Guide (CNARG)
☐ Both

- 2.3 Attach additional copies as needed.

APPENDIX LIDB-AS

EXHIBIT II

BASIS OF COMPENSATION

1. COMPENSATION:

1.1 Unless otherwise noted, all rates and charges contained in this section are applicable in all regulatory jurisdictions.

1.2 Compensation for Data Access

APPENDIX LIDB-V

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APPENDIX LIDB-V

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (SWBT) agrees to provide Line Information Database (LIDB) Service.
- 1.2 As used herein, (SWBT) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. DEFINITIONS

- 2.1 A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 2.2 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.
- 2.3 Account Owner has the same meaning as Data Owner.
- 2.4 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.
- 2.5 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.
- 2.6 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 (LIDB).
- 2.7 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.
- 2.8 Calling Name Information means a telecommunications company's records of its subscribers' names associated with one or more assigned ten-digit (10) telephone numbers.

- 2.9 CNAM Service Query is SWBT's LIDB Service Application 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.
- 2.10 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.
- 2.11 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.
- 2.12 Database (Data Base) means an integrated collection of related data. In the case of the LIDB, the Database is the line number and related line information.
- 2.13 Data Owner means a telecommunications company, including SWBT, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.14 Group Record means information in LIDB that is common to all telephone numbers in an NPA-NXX or all Special Billing numbers in an NPA-0/1XX.
- 2.15 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 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.
- 2.16 LIDB Service Application means the Query types SWBT accepts for access to LIDB information.
- 2.17 Line Record means information in LIDB that is specific to a single telephone number or special billing number.
- 2.18 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.

- 2.19 Originating Point Code (OPC) means a code assigned to identify a system(s) that originates LIDB Service Queries.
- 2.20 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.
- 2.21 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.
- 2.22 Query Rate means a per-query usage rate that applies to each Query received at SWBT's LIDB and/or Calling Name Database.
- 2.23 Query Transport Rate means a per-query 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.
- 2.24 Response means an SS7 message that, when appropriately interpreted, represents an answer to a Query.
- 2.25 Service Control Point (SCP) means a CCS network node where LIDB resides.
- 2.26 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.
- 2.27 Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages.
- 2.28 Service Rearrangements are changes to existing services that do not result in changes to previously established OPCs.
- 2.29 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.
- 2.30 Signaling System 7 (SS7) means the signaling protocol used by the CCS network.
- 2.31 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.

- 2.32 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).
- 2.33 Toll Billing Exception (TBE) Service means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.34 Validation Information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

3. DESCRIPTION OF SERVICE

- 3.1 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.
- 3.2 **SWBT** shall provide CLEC with access to **SWBT**'s LIDB for the following LIDB service applications:
 - 3.2.1 CNAM Service Query
 - 3.2.2 Originating Line Number Screening (OLNS) Service Query
 - 3.2.3 Validation Service Query
- 3.3 **SWBT** will provide CLEC with access to **SWBT**'s LIDB for any new query type based upon mutually acceptable rates, terms, and conditions.
- 3.4 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.
- 3.5 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.

- 3.6 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).
- 3.7 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).
- 3.8 Each Party reserves the right to modify its network pursuant to specifications standards, which may include Telcordia 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.
- 3.9 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of 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.
- 3.10 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, 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 in writing 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.
- 3.11 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.

- 3.12 **SWBT** will perform testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Telcordia Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.
- 3.13 **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 (10) minutes unavailability per year from any SP to any other SP. The performance objective for any single SP, including a SCP, is less than three (3) minutes unavailability per year. The combined link set from the SCP to the STP has a performance objective of less than two (2) minutes unavailability per year.
- 3.14 **SWBT**'s LIDB Service system downtime will be less than twelve (12) 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.
- 3.15 All access by CLEC to **SWBT**'s LIDB will occur through **SWBT**'s regional STP as designated by **SWBT**.
- 3.16 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.
- 3.17 **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.
- 3.18 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.
- 3.19 **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.
- 3.20 **SWBT**'s LIDB Service will provide the following functions on a per query basis:
- 3.20.1 CNAM Service Queries
- 3.20.1.1 Retrieval of the name associated with a calling number.

3.20.2 OLNS Service Queries

- 3.20.2.1 Identification of the originating screening requirements for call processing and billing that are associated with an originating line.

3.20.3 Validation Service Queries

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

- 3.21 **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.

4. PRICE AND PAYMENT

- 4.1 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.
- 4.2 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 section 6.2 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.

- 4.3 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.
- 4.4 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 thirty (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 Section 6.2 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.
- 4.5 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 OPC and Data Owner or Account Owner for each LIDB Service Application.
- 4.6 Based upon the data identified in Section 4.5 of this Appendix, SWBT will bill CLEC for its LIDB Service Queries on a monthly basis. SWBT will issue the bill by the fifteenth (15th) day of each month, and CLEC will pay the bill within thirty (30) calendar days of the bill issue date. CLEC will pay late payment charges as applicable and as set forth in the General Terms and Conditions of this Agreement.
- 4.7 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).
- 4.8 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.

- 4.9 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 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.
- 4.10 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 (1%) 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 (100%) 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).
- 4.11 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.
- 4.12 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) calendar days. If at the conclusion of thirty (30) calendar 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%).
- 4.13 CLEC understands and agrees that, if it operates in more than one (1) 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.

5. OWNERSHIP OF INFORMATION

- 5.1 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.
- 5.2 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.

- 5.3 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:

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

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB usage

5.3.6 Information related to billing for LIDB usage

5.3.7 LIDB usage statistics.

- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from SWBT's LIDB.

- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SWBT's LIDB.

- 5.6 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.

6. TERM AND TERMINATION

- 6.1 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.

- 6.2 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 Section 4.1 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 (2) months' usage, the average the monthly volume of the first month will be used.
- 6.3 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- 6.4 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.

7. LIMITATION OF LIABILITY

- 7.1 Notwithstanding any other provisions in this Agreement, a Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.
- 7.2 The remedies in Section 7.1 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).
- 7.3 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.
- 7.4 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.

- 7.5 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.
- 7.6 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.
- 7.7 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party using blocking services can unblock on a call-by-call basis or every call basis. CLEC agrees to abide by information it receives in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDIS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SWBT's Calling Name Database where the subscriber attempted to block such information, nor will CLEC block information a subscriber attempted to unblock. Therefore, notwithstanding any other provisions in this Agreement, SWBT, in addition to the limitations of liability set forth in this Appendix, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information. CLEC agrees to hold SWBT harmless from, and defend and indemnify SWBT for, any and all liability, claims, damages or actions including

attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages, or actions caused by **SWBT**'s willful or wanton misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

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

9. CONFIDENTIALITY

9.1 Identification

- 9.1.1 **SWBT** and CLEC recognize and acknowledge that, in connection with the services to be provided hereunder, either may disclose to the other party proprietary or confidential customer, technical or business information in written, graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, such information must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

9.2 Nondisclosure

- 9.2.1 Notwithstanding any other provisions in this Agreement and subject to Sections 9.4 through 9.6, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:

9.2.1.2 That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.

9.2.1.3 To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Appendix.

9.2.1.4 To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.

9.2.1.5 For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.

9.2.1.6 To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Required Disclosures

9.3.1 The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 9.

9.4 Exceptions

9.4.1 Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:

9.4.1.1 Is already known to the Receiving Party;

9.4.1.2 Is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;

9.4.1.3 Is received from a third party without similar restriction and without breach of this Section 9;

9.4.1.4 Is independently developed, produced or generated by the Receiving Party;

9.4.1.5 Is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or

9.4.1.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.

9.5 Permitted Uses

9.5.1 **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.

9.6 Legal Requirements

9.6.1 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.

10. MUTUALITY

10.1 CLEC agrees to make its Line Record information available to **SWBT**. Should CLEC store its Line Records in a Database other than **SWBT**'s, CLEC will make such information available to **SWBT** through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between **SWBT** and the Database provider. **SWBT** agrees to negotiate in good faith to reach such an agreement. If **SWBT** is unable to reach such agreement, chooses not to enter into an agreement with such a Database provider, or chooses to discontinue using the services of such Database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer,

including CLEC's customers, that are served by SWBT's service platforms (e.g., SWBT Operator Service Systems, SWBT Signaling Transfer Points, and SWBT switches).

11. ATTACHED AND INCORPORATED HEREIN ARE:

- 11.1 Exhibit I - Basis of Compensation
- 11.2 Exhibit II - Specifications and Standards
- 11.3 Exhibit III - LIDB Access Validation Service Order Form

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 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 LIDB-V

EXHIBIT I

BASIS OF COMPENSATION

1. Rates and Charges

A.	LIDB Application	<u>Rate Per Query</u>
1.	Per LIDB Query Transport	\$0.0045
2.	Per LIDB Validation Service Query	\$0.0260
	- Billed Number Screening	
	- Calling Card Count	
3.	Per LIDB OLNS Service Query	\$.0055
B.	LIDB Nonrecurring Charge	<u>Nonrecurring Charge</u>
1.	Per Originating Point Code (OPC)	\$15.10
2.	Service Order Charge (Per LIDB Access Validation Service Order Form)	\$256.72

APPENDIX LIDB-V
EXHIBIT II
SPECIFICATIONS AND STANDARDS

<u>Issuing Organization</u>	<u>Document Number</u>
Telcordia	TR-NWT-000246
Telcordia	TR-NWT-000271
Telcordia	TR-TSV-000905
Telcordia	TR-NWT-000954
SWBT	TP 76638
SWBT	TP 76550

EXHIBIT III

LIDB ACCESS VALIDATION SERVICES ORDER FORM

CUSTOMER NAME _____

CARRIER CUSTOMER NAME ABBREVIATION _____
(CCNA - THREE ALPHA CHARACTERS)

CUSTOMER ADDRESS _____

CUSTOMER BILLING NAME _____
(IF DIFFERENT THAN CUSTOMER NAME)

ACCESS CUSTOMER NAME ABBREVIATION _____
(ACNA - THREE ALPHA CHARACTERS)

CUSTOMER BILLING ADDRESS _____
(IF DIFFERENT THAN CUSTOMER ADDRESS)

CITY, STATE, ZIP CODE _____

CUSTOMER BILLING CONTACT NAME AND TELEPHONE NUMBER _____
_____ ()

CREDIT INFORMATION: TYPE OF OWNERSHIP _____
(S - SOLE OWNER; C - INCORP.; P - PARTNERSHIP)

IF INCORPORATED:
STATE WHERE INCORP. _____ DATE INCORP. _____

CHARTER NUMBER _____

PRES. NAME _____ OFC. TEL. NO. () _____

V.P. NAME _____ OFC. TEL. NO. () _____

SECT. NAME _____ OFC. TEL. NO. () _____

TREA. NAME _____ OFC. TEL. NO. () _____

IF PARTNERSHIP:
PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

PARTNERS NAME _____ OFC. TEL. NO. () _____

LETTER OF AGENCY DATED _____ SIGNATURE _____

SWBT ORDER NUMBER _____

DESIRED DUE DATE _____ FIRM DUE DATE _____

FOR NEW SERVICE, THE APPROXIMATE NUMBER OF NPA NXXs _____

TYPE OF ACTIVITY _____ (N - NEW OR ADD; C - CHANGE; D - DISCONNECT; S - SUPP)

BILLING ACCOUNT NUMBER (BAN) _____

CUSTOMER ORDER CONTACT NAME, ADDRESS, ZIP CODE, AND TELEPHONE
NUMBER:

_____ () _____

CUSTOMER TECHNICAL CONTACT NAME AND TELEPHONE NUMBER:

_____ () _____

CPOC SVC. REP. CONTACT NAME AND TELEPHONE NUMBER:

_____ () _____

*SWBT CKR: _____ *TWO SIX CODE: _____
(SWBT ID OF CCS/SS7 INTERCONN. SVC.)

1. _____
2. _____
3. _____
4. _____

*THIS INFORMATION SHOULD BE OBTAINED BY THE LIDB CUSTOMER FROM THEIR CCS/SS7
INTERCONNECTION SERVICE PROVIDER.

ORIGINATING LINE NUMBER SCREENING _____

ORIGINATING POINT
CODES:

[illegible]

DATE AND TIME RECEIVED IN THE CPOC