

### ORIGINATING LINE NUMBER SCREENING

[illegible]

REMARKS \_\_\_\_\_

DATE AND TIME RECEIVED IN THE CPOC

LIDB ACCESS VALIDATION SERVICE ORDER FORM

INSTRUCTIONS

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PAGE 2 - ALL THE INFORMATION ON PAGE TWO IS FOR THE REQUESTED ACTIVITY. THIS INFORMATION WILL ALWAYS BE REQUIRED.

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**\*\*\*DESIRED DUE DATE** IS USED WHEN A FIRM DUE DATE HAS NOT BEEN COORDINATED WITH THE LIDB CUSTOMER PRIOR TO THE SUBMISSION OF THE ORDER FORM TO THE ICSC.

THE LIDB CUSTOMER WILL ENTER THEIR DESIRED DATE FOR THEIR LIDB SERVICE TO BE ESTABLISHED AND THE APPROXIMATE NUMBER OF NPA NXXs ASSOCIATED WITH THE NEW SERVICE.

IF THE ORDER IS FOR SUBSEQUENT ACTIVITY TO AN ESTABLISHED ACCOUNT, THE APPROXIMATE NUMBER OF NPA NXXs WILL NOT BE REQUIRED.

**\*\*\*FIRM DUE DATE** IS USED WHEN THE CUSTOMER'S ACCOUNT MANAGER HAS COORDINATED WITH THE SNAC TO ESTABLISH THE DUE DATE PRIOR TO THE ORDER FORM BEING SENT TO THE CPOC.

PAGE 2 INSTRUCTIONS CONTINUED -

2. TYPE OF ACTIVITY

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

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

D - SHOULD BE ENTERED TO COMPLETELY DISCONNECT AN EXISTING SERVICE

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

3. BILLING ACCOUNT NUMBER (BAN)

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

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

4. CUSTOMER ORDER CONTACT...

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

5. CUSTOMER TECHNICAL CONTACT...

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

6. CPOC SERVICE REP....

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

7. SWBT CKR AND TWO SIX CODE

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

INSTRUCTIONS FOR PAGES 3 & 4 -

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

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

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

1. LIDB VALIDATION SERVICE \_\_\_\_\_ CALLING NAME SERVICE \_\_\_\_\_  
ORIGINATING LINE NUMBER SCREENING \_\_\_\_\_

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

2. ACTIVITY TYPES

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

PAGES 3 & 4 INSTRUCTIONS CONTINUED -

LIST OF ORIGINATING POINT CODES AND ACTIVITY TYPE

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 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)	\$ 14.95
2.	Service Order Charge (Per LIDB Access Validation Service Order Form)	\$250.00

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

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. \_\_\_\_\_

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## **APPENDIX MICROWAVE**



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## APPENDIX MICROWAVE

### 1. INTRODUCTION

- 1.1 The terms and conditions of this Appendix are in addition to those contained in any applicable tariff or agreement between CLEC and Southwestern Bell Telephone Company, Pacific Bell, Nevada Bell, AND The Southern New England Telephone Company (SBC-8STATE) under which CLEC will be provided collocation by SBC-8STATE at the location where microwave interconnection is requested.
- 1.2 As used herein, SBC-8STATE means the above listed ILECs doing business in Missouri, Oklahoma, Kansas, Arkansas, Texas, California, Nevada, and Connecticut.

### 2. DESCRIPTION

- 2.1 Where space permits and where practical, SBC-8STATE will permit the use of CLEC-provided and CLEC-owned microwave equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by SBC-8STATE. Use of such microwave equipment is only available for the purpose of interconnection to SBC-8STATE's network or access to SBC-8STATE unbundled network elements as may be described in the Agreement or tariff(s) pursuant to which the collocation arrangement is provided.

### 3. THREE METHODS OF PROVISIONING

- 3.1 Where space exists and when technically feasible, at SBC-8STATE's discretion, one of the three following methods for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. SBC-8STATE is responsible for design and construction for any and all infrastructure inside the SBC-8STATE premises at the CLEC's cost. The CLEC is responsible for line-of-sight.
- 3.2 In addition, in each instance where microwave interconnection is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and SBC-8STATE. The JIA will provide for specifics relating to, but not limited to, the responsibilities of SBC-8STATE and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.

3.3 The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in a SBC-8STATE-provided virtual collocation arrangement, the CLEC will provide a copy of the license to SBC-8STATE and SBC-8STATE will post the CLEC-provided copy in an appropriate location.

3.4 Method One - Ground Mounted

3.4.1 Where space is available and where technically feasible, SBC-8STATE will provide CLEC's ground space on the SBC-8STATE property of the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of the easement based on the location of the eligible structure.

3.4.1.1 CLEC is responsible for all construction on the SBC-8STATE-provided easement. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within sixty (60) calendar days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of sixty (60) calendar days, SBC-8STATE may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for securing its equipment located on the SBC-8STATE property. CLEC proposal and designs for such security must meet with SBC-8STATE's approval.

3.4.1.3 Where SBC-8STATE has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the SBC-8STATE equipment line-up. SBC-8STATE will own all equipment designated by the CLEC for placement in a virtual collocation arrangement. All costs for training SBC-8STATE employees to install, maintain and repair the equipment will be at the CLEC's cost. SBC-8STATE will determine the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CLEC may sublease use of all or portions of its ground mounted microwave arrangement to others for microwave use as a collocation media based on SBC-8STATE approval of such sublease. CLEC may not charge more than a prorated share of SBC-8STATE's monthly charge to CLEC for use of the SBC-8STATE property.

3.4.1.5 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment.

3.5 Method Two - Wall Mounted

3.5.1 Where space does not exist or it is not technically feasible for SBC-8STATE to provide property for the CLEC-provided and CLEC-owned equipment, where technically feasible at the CLEC's expense SBC-8STATE will place a wall mount and pipe at the location on the eligible structure for the CLEC to install, maintain and repair its equipment. Method Two may only be provided where it is possible to provide or construct at the CLEC's cost a mechanical secured access to the CLEC microwave equipment located on the SBC-8STATE wall mount and pipe. Such cost shall be determined on an individual case basis. All nonrecurring costs for this method must be paid by CLEC prior to start of SBC-8STATE construction.

3.5.1.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within sixty (60) calendar days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of sixty (60) calendar days, SBC-8STATE may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

3.5.1.2 Where SBC-8STATE has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SBC-8STATE equipment line-up. SBC-8STATE will own all CLEC designated microwave equipment to be placed in a virtual collocation arrangement. All costs for training SBC-8STATE employees to install, maintain and repair the equipment will

be at the CLEC's cost. SBC-8STATE will determine the number of SBC-8STATE technicians to be trained on a premises-by-premise basis.

### 3.6 Method Three - Roof Mounted

3.6.1 Where space is not available for either a ground mounted or wall mounted method as described in 3.4 and 3.5 proceeding, where space permits and where technically feasible, SBC-8STATE will provide CLEC space on the roof of the eligible structure where the CLEC physical or virtual collocation arrangement is located. Such space will only be provided where mechanical secured access to the CLEC-owned and CLEC-provided antenna and related equipment located on the SBC-8STATE roof exists or can be constructed at the CLEC's expense on a time and materials basis.

3.6.1.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within sixty (60) calendar days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of sixty (60) calendar days, SBC-8STATE may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

3.6.1.2 Where SBC-8STATE has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SBC-8STATE equipment line-up. SBC-8STATE will own all CLEC designated equipment placed in a virtual collocation arrangement. All costs for training SBC-8STATE employees to install, maintain and repair the equipment will be at the CLEC's cost. SBC-8STATE will determine the number of SBC-8STATE technicians to be trained on a premises-by-premises basis.

## 4. EQUIPMENT

4.1 CLEC is responsible for providing a list of all microwave equipment to be provided to SBC-8STATE for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner

as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 **SBC-8STATE** is not responsible for lost equipment.

4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

## 5. PERMITS AND LICENSES

5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to **SBC-8STATE** prior to the installation of any microwave equipment on the **SBC-8STATE** premises roof. If **SBC-8STATE**'s assistance is required to obtain the necessary licenses and permits, **SBC-8STATE** will not unreasonably withhold such assistance and CLEC agrees to pay all **SBC-8STATE**'s expenses on an ICB as required.

## 6. CLEC LIABILITY

6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, the Telephone Company's (**SBC-8STATE**) or other collocator's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by the Telephone Company as a direct or indirect result of the actions of CLEC related to this Agreement.

## 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 NCS**



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**APPENDIX NCS  
(NETWORK COMPONENT SERVICE)**

**1. INTRODUCTION**

- 1.1 Network Component Service (NCS) is a discretionary offering which Southwestern Bell Telephone Company, Pacific Bell, and Nevada Bell (**SBC-7**) is willing to provide under the terms and conditions in this Appendix that are above and beyond **SBC-7**'s obligations under the Act.
- 1.2 As used herein, **SBC-7** means the above listed ILECs doing business in Arkansas, Oklahoma, Kansas, Missouri, Texas, California, and Nevada.
- 1.3 As used herein, **PACIFIC** means the above listed ILEC doing business in California.
- 1.4 As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.
- 1.5 As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Oklahoma, Kansas, Arkansas, and Texas.

**2. DESCRIPTION OF SERVICE**

- 2.1 Through NCS, **PACIFIC** performs the combining of certain UNEs on behalf of the CLEC for the purpose of the CLEC providing an end-to-end Telecommunications Service to End Users exclusively utilizing **SBC-7** Unbundled Network Elements (UNE). Appendix UNE contains a description of UNEs or, as used herein, "network components" along with the terms and conditions under which **SBC-7** will provide UNEs. NCS will be provided by **SBC-7** at the rates set forth in Appendix Pricing. NCS is market-based priced and is neither subject to true-up nor arbitration. **SBC-7** is willing to continue to offer NCS so long as the underlying UNE prices remain at the rates originally agreed to by the Parties. Should the prices **SBC-7** charges CLEC for UNEs change at any time during this Agreement, **SBC-7** shall no longer be obligated to combine UNEs on behalf of CLEC as set forth in Appendix Pricing, unless and until the Parties agree upon mutually acceptable new terms and conditions.

2.2 **PACIFIC and NEVADA only**

2.2.1 Prices for NCS that are in addition to the prices for the individual UNEs can be found in Appendix Pricing.

2.3 **SWBT only**

2.3.1 Prices for NCS that are in addition to the prices for the individual UNEs can be found in Appendix Pricing in the “Other” category listed as “Network Component Service”.

3. **GENERAL TERMS AND CONDITIONS**

3.1 The CLEC shall identify on a single NCS order all of the network components, all associated ordering codes (as determined by **SBC-7**), and the sequence in which **SBC-7** is to combine those elements on behalf of CLEC. When this order involves only **SBC-7**’s network, the order will be NCS, even though the individual element types are to be derived from Appendix UNE.

3.2 In addition to the recurring and non-recurring charges for the individual UNEs ordered, the NCS will be priced as set forth in Appendix Pricing.

3.2.1 **PACIFIC and NEVADA only**

3.2.1.1 The NCS rates discussed in sub section 3.2, can be found in Appendix Pricing in the “Other (Network Elements) and Miscellaneous Equipment” category listed as “Network Component Service” and other applicable nonrecurring rates.

3.2.2 **SWBT only**

3.2.2.1 The NCS rates discussed in sub section 3.2 can be found in Appendix Pricing in the “Other” category listed as “Network Component Service” and other applicable nonrecurring rates.

3.3 Any changes or rearrangements of the components shall constitute a new NCS offering and applicable non-recurring and service order charges apply.

- 3.4 The network components provided by SBC-7 under the provision of this Appendix shall remain the property of SBC-7.
- 3.5 Provisioning of NCS under this Appendix may be accomplished over such routes, technologies, and facilities as SBC-7 may elect as long as the connection being requested by the CLEC is functional.
- 3.6 SBC-7 is responsible only for the installation, operations and maintenance of the NCS originally defined and ordered by the CLEC. SBC-7 is not responsible for the Telecommunication Services provided by the CLEC through the use of NCS.
- 3.7 Where NCS is provided to CLEC and it is dedicated to a single End User, if NCS is for any reason disconnected, the individual network components shall be made available to SBC-7 for future provisioning needs, unless NCS is disconnected in error.
- 3.8 Network elements identified through the Bona Fide Request (BFR) process will not be provisioned under this Appendix.

#### 4. PRICING

- 4.1 For each NCS arrangement, the CLEC shall pay the full recurring and non-recurring rate per UNE, feature, function, or ancillary charge plus the additional NCS recurring and nonrecurring market-based rates, as shown in Appendix Pricing.

##### 4.1.1 PACIFIC and NEVADA only

- 4.1.1.1 The NCS rates discussed in sub section 4.1, can be found in Appendix Pricing in the “Other (Network Elements) and Miscellaneous Equipment” category listed as “Network Component Service” and other applicable nonrecurring rates.

##### 4.1.2 SWBT only

- 4.1.2.1 The NCS rates discussed in sub section 3.2, can be found in Appendix Pricing in the “Other” category listed as “Network Component Service” and other applicable nonrecurring rates.

- 4.2 Since this offering is discretionary and not subject to the Act, any prices set by SBC-7 to provide NCS, even if zero (or no charge), are fully at SBC-7 discretion. The prices for NCS are subject to change.
- 4.3 This Appendix is available as a package offering. Any changes to prices, terms and conditions of UNEs offered pursuant to Appendix UNE shall not be incorporated into this Appendix without the mutual agreement of the Parties.

## **5. GENERAL RESPONSIBILITIES OF THE PARTIES**

- 5.1 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 5.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 5.3 At all times during the term of an Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

## **6. PROVISIONING**

- 6.1 For purposes of pre-order, ordering, provisioning and maintenance, CLEC will use the same processes, as used in connection with UNEs obtained through Appendix UNE.

## **7. BILLING**

- 7.1 For information regarding billing, nonpayment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

## **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.

## **APPENDIX NIM**

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**Appendix NIM**  
**(Network Interconnection Methods)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company, Nevada Bell, Pacific Bell (**SBC-7STATE**) agrees to provide Network Interconnection Methods (NIM) for CLEC.
- 1.2 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; leasing of **SBC-7STATE**'s facilities; and other mutually agreed on methods of Interconnection.
- 1.3 As used herein, **SBC-7STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, and Nevada.
- 1.4 As used herein, **SWBT** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.
- 1.5 As used herein, **SWBT-MOKA** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, and Oklahoma.
- 1.6 As used herein, **PACIFIC** means the above listed ILECs doing business in California.
- 1.7 As used herein, **NEVADA** means the above listed ILECs doing business in Nevada.

**2. METHODS FOR INTERCONNECTION**

- 2.1 Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods for each Tandem and End Office, making use of facilities they own or lease from a third party or **SBC-7STATE**.
  - 2.1.1 In PACIFIC and NEVADA, Central Offices, Routing Points and Points of Interconnection are listed in 'Document DCO'. **SBC-7STATE** Network Planning and Engineering uses Document DCO as a reference tool to document the most recent Interconnection arrangement. Document DCO

is an attachment to this agreement, but is not filed with any state commission.

2.1.2 Document DCO is not utilized in SWBT.

2.2 Fiber Meet

2.2.1 The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI) and then share the investment of fiber between the Parties as agreed. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet, as defined in Section 6.

2.3 SONET Fiber Meet Network Designs (SWBT ONLY)

2.3.1 SONET Fiber Meet Network Designs means Fiber Meet using SONET point to point system technology over single mode fiber optic cables.

2.3.2 Design One

2.3.2.1 CLEC's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SWBT Central Office.

2.3.2.1.1 The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the Point of Interconnection (POI) shall be designated outside of the SWBT building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, CLEC will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.

2.3.2.1.2 The Parties may agree to a location with access to any existing CLEC fiber termination panel. In these cases, the Point of Interconnection (POI) shall be

designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of a CLEC building. In this instance, SWBT will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

- 2.3.2.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground, cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two Parties.

2.3.3 Design Two

- 2.3.3.1 CLEC will provide fiber cable to the last entrance manhole at the SWBT Tandem or End Office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT fiber distribution frame (FDF). In this case the POI shall be at the manhole location.

- 2.3.4 The Parties will mutually agree upon the precise terms of each Fiber Meet interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.
- 2.3.5 With both Design One and Design Two, CLEC and SWBT will mutually agree on the capacity of the Fiber Optic Terminal (FOT) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SWBT.
- 2.3.6 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.

- 2.3.7 The SWBT Tandem or End Office switch includes all SWBT FOTs, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.
- 2.4 This section applies only for SWBT-MOKA, PACIFIC, NEVADA:
  - 2.4.1 Virtual Collocation as set forth in Appendix Collocation.
  - 2.4.2 Physical Collocation as set forth in Appendix Collocation.
- 2.5 Leased Facility Interconnection (LFI)
  - 2.5.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 9 of this Appendix.
- 2.6 Other Interconnection Methods
  - 2.6.1 Other Interconnection methods may be negotiated by the Parties for the purposes of interconnecting the CLEC's and SBC-7STATE networks for transmission and routing of telephone exchange traffic, Switched Access traffic, or both, at any technically feasible point within SBC-7STATE network.

### 3. PHYSICAL ARCHITECTURE

- 3.1 Using one or more of the Interconnection Methods described in Section 2 above, the Parties will agree on a physical architecture via Facility Meet. CLEC and SBC-7STATE agree to interconnect their networks through existing and/or new facilities between CLEC End Offices and/or Tandem Switches and the corresponding SBC-7STATE End Office and/or Tandems. The Parties will establish logical trunk groups as defined in Appendix ITR, referencing the appropriate CLEC Central Office or Routing Point and SBC-7STATE Central Office. In addition, where necessary, and as mutually agreed to, the Parties will define facilities between their networks to permit trunk group(s) to be established between designated Central Offices.
- 3.2 Nothing in the foregoing restricts either Party from ordering and establishing CLEC/SBC7-STATE Local Interconnection Trunk Groups. Either Party, upon thirty (30) days written notice and acceptance by the other Party may make changes to this arrangement. Acceptance will not be unreasonably withheld.

### 3.3 Facility Meet

3.3.1 The Parties must agree upon a POI. The POI functions as a demarcation point for each Party and must be established between the parties for the exchange of Local, Intra LATA Toll and Meet Point Traffic. Each Party is responsible to transport all trunking to its side of the POI utilizing any method of interconnection described in Section 2 above. Each Party is responsible for the appropriate sizing, method of interconnection, operation, and maintenance of the transport facility and trunking on its side of the POI. At least one POI must be established within the geographic area where **SBC-7STATE** operates as an independent LEC. There will be only a single POI between any two switching entities. The POI may be established using one of the following options:

3.3.1.1 POI at Collocation

3.3.1.2 POI at **SBC7-STATE** building; or

3.3.1.3 POI at CLEC building

### 3.4 Sizing

3.4.1 The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings. The interconnection facilities that are provided by each Party shall be formatted using either Alternate Mark Inversion Line Code, Superframe, or Extended Superframe Format Framing. The restrictions for using Extended Superframe for trunking are referenced in Appendix ITR. DS-3 facilities will be optioned for C-bit Parity.

## 4. SUBSEQUENT INTERCONNECTION

4.1 If CLEC decides to offer Telephone Exchange Services in any additional LATAs in which **SBC-7STATE** also offers Telephone Exchange Services, CLEC shall provide written notice to inform **SBC-7STATE** of the need to establish Interconnection in such LATA pursuant to Section 3 of this agreement.

## 5. RESPONSIBILITIES OF THE PARTIES

### 5.1 Cooperation

5.1.1 CLEC and **SBC-7STATE** shall work cooperatively to install and maintain a reliable network. CLEC and **SBC-7STATE** shall exchange appropriate information (e.g., maintenance contact numbers, network information,

information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

5.2 Review of Requirements

5.2.1 CLEC and SBC-7STATE will review engineering requirements on a semi-annual basis and establish forecasts for trunks and facilities utilization provided under this Appendix.

5.3 Testing Responsibilities

5.3.1 CLEC and SBC-7STATE shall:

- 5.3.1.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- 5.3.1.2 Notify each other when there is any change affecting the service requested, including the due date;
- 5.3.1.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure the interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;
- 5.3.1.4 Perform sectionalization to determine if trouble is located in their respective facilities or their respective portions of the interconnection trunks prior to referring the trouble to the other Party;
- 5.3.1.5 Advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks;
- 5.3.1.6 Provide each other with a trouble reporting number that is readily accessible and available 24 hours per day/ 7 days a week;
- 5.3.1.7 Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party;
- 5.3.1.8 Provide their respective billing contact numbers to one another on a reciprocal basis; and

5.3.1.9 Conduct cooperative testing for the proper recording of AMA records in each carrier switch(es) before establishing service.

5.3.1.10 The Parties agree to provide comprehensive information to each other for the entire term of this Agreement within thirty (30) calendar days of receipt of written request.

## 6. FIBER AND TRANSMISSION SYSTEMS

- 6.1 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate such interconnection as a single SONET transmission system for the purposes of terminating calls intended for an End User of one of the Parties, Transit Traffic, and jointly provided Exchange Access. The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its FOT. Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's FOT. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 6.2 SBC-7STATE shall, wholly at its own expense, procure, install, and maintain the agreed-upon Optical Line Terminating Multiplexer (OLTM) equipment in each SBC-7STATE Wire Centers where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups prescribed by Appendix ITR, Sections 2 and 3. CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each CLEC Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups as prescribed by Appendix ITR, Sections 2 and 3.
- 6.3 SBC-7STATE shall designate a manhole or other suitable entry way immediately outside the Wire Center as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole with sufficient spare length of Optical Fire Resistant

(OFR) cable to reach the OLT equipment in SBC-7STATE's Wire Center. CLEC shall deliver and maintain such strands wholly at its own expense.

- 6.4 CLEC shall designate a manhole or other suitable entry way immediately outside CLEC's Wire Center as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable SBC-7STATE to deliver fiber optic facilities into that manhole with the CLEC providing sufficient spare length to reach the OLT equipment in CLEC's Wire Center. SBC-7STATE shall deliver and maintain such strands wholly at its own expense.

## 7. AVOIDANCE OF OVER PROVISIONING

- 7.1 Under-utilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for interconnection facilities. To avoid over provisioning, the Parties will agree to joint facility growth planning pursuant to Section 9 of this Appendix.

## 8. JOINT FACILITY GROWTH PLANNING

- 8.1 The initial interconnection facility deployed for each interconnection shall be the smallest standard available, e.g., for SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

### 8.2 Criteria

- 8.2.1 Investment is to be minimized.
- 8.2.2 Facilities are to be deployed in a "just-in-time" fashion.
- 8.2.3 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as prescribed in Appendix ITR.

### 8.3 Processes

- 8.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS-1s) is at ninety percent (90%) of capacity or at a mutually agreed upon percentage.
- 8.3.2 Both Parties will perform a joint validation to ensure interconnecting facilities have not been over provisioned. If any systems are over provisioned, they will be turned down as appropriate. If any interconnecting-facilities resizing lowers the fill level of the



interconnecting facilities below ninety percent (90%), the growth planning process will be rescheduled to a projected date when a ninety percent (90%) fill level will be achieved. Trunk design blocking criteria prescribed in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

- 8.3.3 If based on the forecasted equivalent DS-1 growth the existing fiber optic system is not projected to exhaust within one (1) year, the Parties will suspend further relief planning on this interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 8.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two (2) year period and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criterion assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers and/or equipment.
- 8.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just-in-time" deployment.
- 8.3.6 The joint planning process/negotiations should be completed within two (2) months of identification of ninety percent (90%) fill.

## 9. LEASING OF SBC-7STATE'S FACILITIES

- 9.1 CLEC's leasing of SBC-7STATE's facilities for purposes of Appendix ITR, Sections 2 and 3 Network Interconnection Architecture will be subject to the mutual agreement of the Parties.
- 9.2 CLEC's leasing of SBC-7STATE's facilities for purposes of Section 2.5 of this Appendix, will be subject to the mutual agreement of the Parties.
- 9.3 CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of SBC-7STATE's facilities for the purposes of interconnection and any future augmentations are subject to facility availability at the time of the request.

- 9.4 Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered, and SBC-7STATE may agree to provide under a Leased Facilities Bona Fide Request (BFR) Process as defined in Section 9.5 of this Appendix.
- 9.5 Leased Facilities BFR will be submitted by CLEC in writing and will include a description of the facilities needed including the quantity, size (DS-3 or DS-1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.
- 9.5.1 The CLEC may cancel Leased Facilities BFR at any time, but will pay SBC-7STATE any reasonable and demonstrable costs of processing and/or implementing the Leased Facilities BFR up to the date of cancellation.
- 9.5.2 Within ten (10) business days of its receipt, SBC-7STATE will acknowledge receipt of the Leased Facilities BFR.
- 9.5.3 Except under extraordinary circumstances, within thirty (30) business days of its receipt of Leased Facilities BFR, SBC-7STATE will provide to CLEC a written response to the request. The response will confirm whether SBC-7STATE will offer the leased facilities or not. If SBC-7STATE determines it will offer the leased facilities, SBC-7STATE will provide the CLEC Leased Facilities BFR quote which will include the applicable recurring and non-recurring rates and installation intervals. The recurring and nonrecurring charges that may be applicable with leased facilities are as follows:
- 9.5.3.1 Nonrecurring charges include wholesale construction costs, taxes, fees and any preparation costs.
- 9.5.3.2 Recurring charges include facility maintenance and muxing if applicable.
- 9.5.4 Within sixty-five (65) calendar days of its receipt of the Leased Facilities BFR quote, CLEC must confirm its order. If not confirmed within sixty-five (65) calendar days, SBC-7STATE reserves the right to modify or withdraw its Leased Facilities BFR quote.

## 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.

- 10.2 **SBC-7STATE** and CLEC will agree to negotiate prices for any rate element and/or charge contained or referenced in this Appendix that are not listed in the attached Appendix Pricing, including request submitted via the BFR process in Appendix UNE.

## **APPENDIX NNI**

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## APPENDIX NNI

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell, Pacific Bell, and Southwestern Bell Telephone Company Interconnect its Frame Relay Network with a CLEC within a LATA.
- 1.2 As used herein, (**SBC-7STATE**) means the above listed ILECs doing business in Nevada, California, Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 **SBC-7STATE** will interconnect its Frame Relay Network with a CLEC within a LATA. The following provisions shall apply only to Frame Relay traffic when this type of traffic is exchanged between **SBC-7STATE** and CLEC:

### 2. DEFINITIONS

- 2.1 **Frame Relay Service (FRS)**
  - 2.1.1 A fast packet service that provides the End User customer high-speed access throughput to different Frame Relay End User customer addresses. Using statistical multiplexing, the Frame Relay network enables the End User customer to allocate circuit bandwidth to applications, as needed, rather than assigning fixed channels to specific applications.
- 2.2 **Network to Network Interface (NNI)**
  - 2.2.1 The interface between two Frame Relay networks. An NNI consists of an NNI port at a Frame Relay node on each network and a transmission facility connecting the two ports. The NNI port connection specifies how the FRS node sends and receives data from a Frame Relay provider's network. The NNI port connection shall be a DS1 interface provisioned for B8ZS and extended super frame (ESF) with a line rate of 1.544 Mbps and, where available from both parties, a DS3 NNI interface with a line rate of 44.736 Mbps shall be used if the packet volume justifies the higher capacity. The NNI port connection must be provided at the same interface speed of the transmission facility used to access the NNI port.

2.3 Logical Links (LL) also referred to as Permanent Virtual Connections (PVC)

2.3.1 Logical channels that connect ports on a Frame Relay node or between Frame Relay nodes. PVCs are end-to-end, bi-directional channels that are established and terminated via the service order process. A separate PVC must be established to each location with which the End User customer will transmit or receive data. These PVC channels are virtual because they are established in software tables and do not tie up facilities when not in use. Multiple PVCs can be defined over a single Frame Relay access link, thereby providing, on a single access line, the capability to transmit data to multiple destinations.

2.4 Frame Relay Tandem

2.4.1 A Frame Relay node that has predominately NNI to NNI connections or new Frame Relay nodes deployed with exclusive NNI to NNI connections may be designated as a tandem(s) by SBC-7STATE. SBC-7STATE shall provide notification prior to the designation or deployment of a Frame Relay Tandem.

3. **INTRALATA INTERCONNECTION**

3.1 Both Parties agree to establish two-way Frame Relay interconnection between their respective Frame Relay nodes, where terminations exist, to the mutually agreed upon Frame Relay point(s) of interconnection (POI(s)) and transport facilities within the LATA for the purpose of exchanging Frame Relay traffic. For the interconnection facility portion of the NNI, SBC-7STATE shall be responsible for arranging and for absorbing the cost of provisioning within SBC-7STATE territory the shorter of either: (a) fifty percent (50%) of the interconnection facility measured by air miles between the NNI ports or (b) twenty-five (25) miles of interconnection facility measured by air miles between the NNI ports. CLEC shall be responsible for the remaining cost. In the event SBC-7STATE deploys or designates a Frame Relay Tandem (as defined herein) within fifty (50) airline miles of CLEC's NNI port, CLEC shall have the obligation to interconnect with that tandem(s), if so requested by SBC-7STATE. In areas where CLEC has a Frame Relay Node prior to the designation or deployment of a SBC-7STATE Frame Relay tandem, the CLEC will interconnect with that Frame Relay tandem within one hundred and eighty (180)

days of designation/deployment if so requested by SBC-7STATE. If SBC-7STATE has a Frame Relay Tandem(s) operational prior to the deployment of a CLEC Frame Relay Node within fifty (50) miles of such tandem(s), then the SBC-7STATE may request CLEC to interconnect with the tandem(s) in the initial interconnection. In addition to connecting to the Frame Relay Tandem(s) as described above, CLEC will have the ability to continue to establish NNIs directly to Frame Relay end offices for traffic destined for or originating from End User locations served by Frame Relay nodes in those end offices. Where multiple Frame Relay Tandems are deployed in a single LATA within fifty (50) airline miles of a CLEC NNI port, SBC-7STATE will designate the Frame Relay Tandem(s) at which CLEC will need to establish an NNI interconnection from its Frame Relay node.

- 3.1.1 Upon the request of either Party, such interconnections will be established in each LATA where SBC-7STATE has a Frame Relay node and CLEC has a Frame Relay node or point of presence.
- 3.1.2 The Parties agree that IntraLATA Frame Relay Interconnection is for traffic that originates and terminates exclusively between the two Parties within each LATA. IntraLATA Frame Relay traffic between either party and a third party ILEC/CLEC shall be addressed in Section 4.0 below. InterLATA Frame Relay traffic between either Party and a third Party IXC InterLATA provider shall be addressed Section 4 below.
- 3.1.3 The Parties agree to provision the most efficient interface available in the network considering the then forecasted volumes of traffic. Specifically, a DS3 NNI interface where available from both Parties, shall be used if the packet volume is large enough to justify the higher capacity. Each Party will absorb its own costs for DS1 to DS3 conversions that accommodate subsequently recognized growth in the traffic. If the traffic volume exceeds a DS3 at a single Frame Relay node, the Parties will interconnect at additional Frame Relay nodes.
- 3.1.4 The Parties agree to exchange semi-annual NNI interconnection port forecasts (due each January 1 and July 1) and participate in joint planning meetings as necessary to provide for adequate growth of the NNI.
- 3.2 Upon the specific mutual agreement of the Parties particular to identified situations, SBC-7STATE will provide the transport for Frame Relay Service between the Parties' respective Frame Relay nodes, as described below in



Section 3.2.1. Alternatively, the Parties may agree that CLEC will provide the transport for Frame Relay Service between the Frame Relay nodes of both Parties. Unless otherwise agreed, the providing Party will be compensated for the portion of the facility for which the non-providing Party is responsible for as described in Section 3.1 above. Other network interconnection methods may be used including joint meet point facilities, as agreed to by the Parties.

3.2.1 Leasing of Pacific's Facilities

3.2.1.1 CLEC's leasing of SBC-7STATE's facilities for purposes of Section 3.2 will be subject to the mutual agreement of the Parties. CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of SBC-7STATE's facilities for the purpose of interconnection and any future augmentations are subject to facility availability at the time of the request.

3.2.1.2 Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SBC-7STATE may agree to provide under a Leased Facilities Request (LFR) Process as defined below:

3.2.1.3 A LFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.

3.2.1.4 The CLEC may cancel a LFR at any time, but will pay SBC-7STATE any reasonable and demonstrable costs of processing and/or implementing the LFR up to the date of cancellation.

3.2.1.5 Within ten (10) business days of its receipt, SBC-7STATE will acknowledge receipt of the LFR.

3.2.1.6 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a LFR, SBC-7STATE will provide to the CLEC a written response to the request. The response will confirm whether SBC-7STATE will offer the leased facilities or not. If SBC-

7STATE determines it will offer the leased facilities, SBC-7STATE's response will include a LFR quote with the applicable recurring rates and installation intervals.

- 3.2.1.7 Within sixty-five (65) calendar days of its receipt of the LFR quote, the CLEC must confirm its order. If not confirmed within sixty-five (65) calendar days, SBC-7STATE reserves the right to modify or withdraw its LFR quotes.
- 3.3 Each Party agrees to absorb its own cost of providing Frame Relay NNI and the usage of the NNI, with the exception of the transport facilities between the Parties Frame Relay nodes. Transport will be provided as described in Section 3.2 above.
- 3.4 Each Party agrees that there will be no charges to the other Party for its own subscribers' PVC. The foregoing does not, either expressly or implicitly, prohibit, restrict, encourage, or otherwise affect the terms and conditions on which each party provides Frame Relay or other services to its End User customers, including, for example, whether to levy charges for PVCs, and at what rate, if any.
- 3.5 The Parties shall provide to each other the physical address end points and data link connection identifiers (DLCIs) for each PVC as necessary for the exchange of Frame Relay Service. The Parties agree to share equally assignment control of DLCIs and quality of service parameters Committed Information Rate (CIR), Committed Burst Size (Bc) and Excess Burst Size (Be)). For any PVC crossing the NNI, the quality of service parameters and the NNI end DLCI must be the same for the PVC provisioned by each Party. The only allowable protocol for PVC management is Annex D Bi-directional. Over-subscription levels for NNIs shall not exceed two hundred percent (200%).
- 3.6 Frame Relay Tandem(s), changing port interfaces, and converging industry standards may necessitate changes to the technical parameters of this Agreement. The Parties agree to re-negotiate the specific technical parameters associated with NNI as this new and evolving network is developed and deployed.

#### **4. TRANSIT INTRALATA FRAME RELAY INTERCONNECTION**

- 4.1 Both Parties may elect to interconnect directly with any and all Frame Relay providers within the LATA and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to

interconnect directly with a third Party ILEC or CLEC Frame Relay provider with which the Party is exchanging intraLATA Frame Relay traffic, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates below for the purposes of exchanging intraLATA Frame Relay traffic with such third party providers:

4.1.1 PACIFIC's FCC No. 128.

4.1.2 NEVADA's FCC No. 1.

4.1.3 SWBT's FCC No. 73.

4.2 Each Party has the obligation to identify to the other the DLCI codes assigned to third party CLEC/ILEC IntraLATA Frame Relay providers.

4.3 Transport facilities used for third party Frame Relay Transit Interconnection are to be purchased by the requesting Parties from the other at rates equivalent to the rates set forth in SBC-7STATE's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SBC-7STATE and CLEC discussed in Section 3.1 above, unless otherwise agreed by the Parties.

## 5. INTERLATA FRAME RELAY INTERCONNECTION

5.1 Both Parties may elect to interconnect directly with all IXC InterLATA Frame Relay providers and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with IXC InterLATA Frame Relay providers, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in SBC-7STATE's FCC No. 128 Frame Relay Service Tariff. Each party has the obligation to identify to the other the DLCI codes assigned to third party IXC InterLATA Frame Relay providers.

5.2.1 Transport facilities used for third party IXC InterLATA Frame Relay Interconnection are to be purchased by the requesting Party from the other at rates equivalent to the rates set forth in SBC-7STATE's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SBC-7STATE and CLEC discussed in 3.1 above, unless otherwise agreed by the Parties.

**6. PERFORMANCE MEASURE FOR FRAME RELAY**

- 6.1 The Parties agree that the performance criteria set forth in Appendix Performance Measures do not apply to the interconnection of Frame Relay. Following the effective date of this amendment, either party may request to negotiate performance criteria for Frame Relay Interconnection. During the ninety (90) days following any such request, the Parties shall meet to negotiate mutually acceptable performance criteria for such interconnection. If there are any open issues after such ninety (90) day period, then either Party may submit such issue(s) for dispute resolution under the dispute resolution process set forth in the General Terms and Conditions of this Agreement.

**7. RESPONSIBILITIES OF THE PARTIES**

- 7.1 The Parties acknowledge and agree that SBC-7STATE is agreeing to the terms set forth in Sections 1 through 6 above based upon the FCC's Memorandum Opinion and Order, and Notice of proposed Rulemaking, FCC 98-188 (rel. August 7, 1998) in CC Docket No. 98-147 et al. (98-188), and its requirement that an incumbent LEC must interconnect its packet-switched telecommunications networks under 251(c)(2) of the Act for the Telecommunications Services offered over such networks. By agreeing to the terms set forth in Sections 1 through 6 above, neither Party waives, limits, or otherwise negatively affects its rights to seek review or reconsideration of 98-188 or take the position in any forum, proceeding or negotiations that SBC-7STATE's obligation to provide Frame Relay interconnection or CLEC's entitlement to Frame Relay interconnection with incumbent LEC's is other than provided for herein. The Parties acknowledge and agree that the rates, terms and conditions set forth herein for Frame Relay interconnection are subject to any legal or equitable rights of review and remedies by the Parties. The Parties further acknowledge and agree that any reconsideration, clarification, interpretation, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory bodies, courts or regulatory agencies of competent jurisdiction which affects the obligation to provide Frame Relay interconnection or the applicability of such rates, terms or conditions (whether or not the result of any action by either party) will affect the applicability of such rates, terms and conditions to CLEC. In the event that the obligation to establish Frame Relay interconnection under Section 251(c)(2) of the Act, or any of the rates, terms and conditions contained herein, are invalidated, stayed, modified, expanded or otherwise affected by any interpretation or action of any state or federal court or regulatory bodies of competent jurisdiction, specifically including those arising with respect to the Federal Communications Commission (whether from 98-188 or any other proceeding), the Parties shall expend diligent efforts to arrive at an agreement on modifications to Sections 1 through 6 above that

reflect any such action. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such governmental actions or rulings shall be handled under the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.

## **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.

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**APPENDIX NP  
(NUMBER PORTABILITY)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions under which Southwestern Bell Telephone (**SWBT**) agrees to provide Local Number Portability (LNP) for CLEC.
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

**2. INTERIM NUMBER PORTABILITY (INP)**

**2.1 General Terms And Conditions**

- 2.1.1 **SWBT** and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWB. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

**2.2 Service Provided**

- 2.2.1 **SWBT** shall only provide INP, as described herein, to CLEC.
- 2.2.2 **SWBT** shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.
- 2.2.3 **SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SWBT** to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.



2.2.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT shall only make INP service available from, or to host central offices.

2.3 Obligations Of SWBT

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

2.4 Obligations Of CLECs

2.4.1 CLEC shall coordinate the provision of service with SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.

2.4.2 CLEC is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its End Users. In the event that SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its End Users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SWBT's tariffs, where applicable.

2.4.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.4.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SWBT intercept announcement SWBT shall provide for disconnected number.

2.4.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SWBT.

2.4.5.1 Formerly ported telephone numbers which revert to SWBT as described above shall be reassigned or provided with a standard

SWBT intercept announcement in accordance with SWBT's standard operating procedures then in effect.

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

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

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

## 2.5 Limitations Of Service

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

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

## 2.6 Service Descriptions

### 2.6.1 INP-Remote

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

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

2.6.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between SWBT and CLEC.

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

## 2.6.2 INP-Direct

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

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

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

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

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

## 2.7 Intercompany Terminating Compensation

2.7.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and

\$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.8 Pricing

2.8.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.8.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

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

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed. As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.2 Service Provided

3.2.1 **SWBT** provides CLECs the use of the **SWBT** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SWBT's** PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 SWBT will provide CLEC the use of the SWBT PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall only provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

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

3.3 Obligations Of SWBT

3.3.1 SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

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

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

3.4 Obligations Of CLEC.

3.4.1 When purchasing the SPNP Database Query, CLEC will access SWBT's facilities via an SS7 link (SWBT Section 23 and 32 of FCC 73 Access Service Tariff) to the SWBT STP.

3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise SWBT of the entry point(s) of queries to the SWBT network and provide a query forecast for each entry point.

- 3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in an MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SWBT switch become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.4.5 When CLEC requests that an NXX in an LRN capable SWBT switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to SWBT's Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC shall adhere to SWBT's reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Southwest Region for porting.

- 3.5.6 Each Party shall abide by NANC and Southwest Region provisioning and implementation process.

3.6 Limitations Of Service

- 3.6.1 Telephone numbers can be ported only within **SWBT** toll rate centers as approved by State Commissions.
- 3.6.2 Telephone numbers in the following PACIFIC NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) PACIFIC Official Communications Services (OCS) NXXs.
- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SWBT** will perform queries on calls to telephone numbers with portable NXXs

received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

3.7.7 The CLEC shall be responsible for payment of charges to PACIFIC for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

3.7.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in Section 34 of the FCC No. 73 Access Services Tariff.

4. **INP TO PNP TRANSITION**

4.1 SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.2 CLECs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.3 New requests for INP will not be provided in a SWBT switch once LRN has been deployed in that switch.

4.4 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. **MASS CALLING CODES**

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SWBT in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the



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

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

5.2 Service Provided

- 5.2.1 **SWBT** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SWBT** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SWBT** mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the **SWBT** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 5.2.2 When a CLEC requests that a **SWBT** number with a mass calling NXX code be ported to its network, **SWBT** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of SWBT

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

5.4 Obligations of CLEC

- 5.4.1 CLEC shall agree to adhere to **SWBT**'s LSR format and mass calling due date intervals.

5.4.2 The CLEC shall provide the facility and DID trunk group from the **SWBT** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SWBT** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SWBT**'s tandem to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SWBT** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SWBT** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

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

6. **PROVISION OF INP AND PNP BY CLEC TO SWBT**

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

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.

**PERMANENT NUMBER PORTABILITY (PNP)  
BONA FIDE REQUEST (BFR) PROCESS**

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

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

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

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

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

These time frames begin after the receipt of a BFR.

**REQUEST FOR INSTALLATION OF PNP SOFTWARE**

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

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

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

**Southwest Region LNP Network Operations Team**

**DATE:** \_\_\_\_\_ (date of request)

**TO:** \_\_\_\_\_ (name of service provider)  
 \_\_\_\_\_ (address of service provider)  
 \_\_\_\_\_ (contact name/number)

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

Affidavit attesting requester as authorized agent should accompany request.

**SWITCH(ES):**

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

**DATES:** Requested date switch(es) should be LNP capable: \_\_\_\_\_ (mm/dd/yy)  
 Requested code opening date<sup>4</sup>: \_\_\_\_\_ (mm/dd/yy)

Notes: See following page.

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

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

Southwest Region LNP Network Operations Team  
(Continued)

Notes: <sup>1</sup> List each switch targeted for LNP by its specific CLI code.

<sup>2</sup> Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

<sup>3</sup> Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

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

<sup>4</sup> As documented in the Southwest Region Code Opening Process.

## Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

**DATE:** \_\_\_\_\_ (date of response)

**TO:** \_\_\_\_\_ (requester/CLEC name/ID)  
\_\_\_\_\_ (contact name/address/number)  
\_\_\_\_\_ (requester switch(es)/CLLI)

**FROM:** \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_ (address of provider)  
\_\_\_\_\_ (contact name/number)

\_\_\_\_\_

### Switch request(s) accepted:

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

\_\_\_\_\_

### Switch request(s) denied/reason for denial:

\_\_\_\_\_ (CLLI 1): \_\_\_\_\_

\_\_\_\_\_ (CLLI 2): \_\_\_\_\_

\_\_\_\_\_ (CLLI 3): \_\_\_\_\_

---

Authorized company representative signature/title:



## **APPENDIX NUMBERING**

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## **APPENDIX NUMBERING**

### **1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions under which Nevada Bell, Pacific Bell, The Southern New England Telephone Company, and Southwestern Bell Telephone Company will coordinate with respect to NXX assignments.
- 1.2 As used herein, (**SBC-8STATE**) means the above listed ILECs doing business in Nevada, California, Connecticut, Arkansas, Kansas, Missouri, Oklahoma, and Texas.

### **2. GENERAL TERMS AND CONDITIONS**

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-8STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-8STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116,

released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically located in the rate center to which the NXX is assigned.

- 2.4 Each Party is responsible for programming and updating its own switches and network systems to recognize and for routing traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible for inputting required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the FCC, the Commission, or a court of competent jurisdiction
- 2.7 NXX Migration
  - 2.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. This stipulation applies provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges of \$10,000 per NXX to the Party formerly assigned the NXX.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number shall terminate to a VOICE announcement identifying the Company and one number shall terminate to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

3.1 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 OS**

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**APPENDIX OS**  
**(OPERATOR SERVICES)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (**SWBT**) agrees to provide Operator Services (OS) for CLEC.
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

**2. SERVICES**

- 2.1 **SWBT** will provide the following OS:

2.1.1 FULLY AUTOMATED CALL PROCESSING

2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of a **SWBT** operator, hereafter called "Operator."

2.1.1.2 This allows the caller the option of completing calls through an automated alternate billing system (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance. The called party must also have Touch-tone service to automatically accept calls that are billed collect or to a third number.

2.1.2 OPERATOR-ASSISTED CALL PROCESSING

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

**3. DEFINITIONS**

3.1 Fully Automated Call Processing

- 3.1.1 **SWBT** will support the following fully automated call types for CLEC:

3.1.1.1 Fully Automated Calling Card Service. This service is provided when the caller dials zero ("0"), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an



Operator. An authorized telecommunications calling card for the purpose of this Appendix, is one for which **SWBT** can perform billing validation.

3.1.1.2 Fully Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.2 The **SWBT** Operator will treat the following situations as Fully Automated service:

3.1.2.1 When the caller identifies himself or herself as disabled.

3.1.2.2 When the caller reports trouble on the network.

3.1.2.3 When the Operator reestablishes an interrupted call.

## 3.2 Operator-Assisted Call Processing

3.2.1 **SWBT** will support the following operator-assisted call types for CLEC:

3.2.1.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the telecommunications calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix, is one for which **SWBT** can perform billing validation.

3.2.1.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.1.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 3.2.1.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.1.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.1.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.1.7 Operator Transfer Service. A service offered by **SWBT** in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA. The **SWBT** Operator transfers the call to an interexchange carrier specified by the caller. The CLEC provides **SWBT** with a list of the IXCs to be used by **SWBT** in providing Operator Transfer Service to CLEC End Users. The carriers specified by the CLEC must be participating in **SWBT**'s access tariff offering for Operator Transfer Service. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 3.2.1.8 Miscellaneous Services. The **SWBT** Operator will also provide general assistance, rate quotes, connections to toll free services, area code information, and credit requests. The Operator will also transfer the caller to the CLEC Repair Bureau and Business Office upon request.

#### 4. **CALL BRANDING AND RATE REFERENCE REQUIREMENTS**

##### 4.1 Requirements

- 4.1.1 Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of OS is required to:
  - 4.1.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

4.1.1.2 Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

4.2. Call Branding

4.2.1 SWBT will brand OS in CLEC's name based upon the criteria outlined below:

4.2.1.1 Where SWBT provides CLEC OS and DA Services via the same trunk group, both the OS and DA calls will be branded with the same brand. Where SWBT is only providing OS service on behalf of the CLEC, the calls will be branded.

4.2.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.2.1.3 CLEC will provide SWBT with written specifications of its company name to be used by SWBT to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services Translations Questionnaire (OSTQ). CLEC attests that it has been provided a copy of the Operator Services Translations Questionnaire (OSTQ).

4.2.1.4 A CLEC purchasing SWBT's unbundled local switching is responsible for maintaining CLEC's End User customer records in SWBT's Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.2.1.5 SWBT can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in SWBT's LIDB.

4.2.1.6 An initial non-recurring charge applies per Operator assistance switch, per brand, for the establishment of CLEC specific branding. An additional non-recurring charge applies per Operator assistance switch, per brand, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by SWBT on behalf of CLEC when such services are provided in conjunction with: i) the purchase of SWBT's unbundled local switching; or ii) when multiple brands are required on a single OS trunk.

4.3 OS Rate/Reference Information

4.3.1 SWBT will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

4.3.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.

4.3.1.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when updated Rate/Reference Information is to become effective.

4.3.1.3 When a SWBT Operator receives a rate request from a CLEC End User, SWBT will quote the applicable OS rates as provided by CLEC.

4.3.1.4 An initial non-recurring charge will apply for loading of CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply for each subsequent change to either CLEC's OS Rate or Reference Information.

5. **INTRALATA MESSAGE RATING**

5.1 CLEC may opt to purchase from SWBT intraLATA Message rating service. With this service, SWBT will compute the applicable charges for each automated or operator-assisted message based on CLEC's schedule of rates provided to SWBT in accordance with Section 4.3 of this Appendix. SWBT will provide the detailed message records to CLEC to be used in producing CLEC End User bills.

6. **HANDLING OF EMERGENCY CALLS TO OPERATOR**

6.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SWBT with the correct information to enable the transfer as required by the OSTQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SWBT will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify SWBT for any misdirected calls.

## 7. RESPONSIBILITIES OF THE PARTIES

- 7.1 SWBT will be the sole provider of OS for CLEC's local serving area(s)
- 7.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should CLEC seek to obtain interexchange OS from SWBT, CLEC is responsible for ordering the necessary facilities through SWBT's interstate or intrastate Access Service tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 7.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 7.4 CLEC will furnish to SWBT a completed OSTQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken, unless otherwise agreed to by the Parties.
- 7.5 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SWBT, default emergency agency numbers.
- 7.6 CLEC will provide SWBT updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 7.7 SWBT will accumulate and provide the CLEC such data as necessary for the CLEC to bill its End Users.

## 8. METHODS AND PRACTICES

- 8.1 SWBT will provide OS to CLEC's End Users in accordance with SWBT's OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## 9. PRICING

- 9.1 Pricing for OS shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, SWBT may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

**10. MONTHLY BILLING**

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

**11. LIABILITY**

- 11.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 11.2 CLEC also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the OS Services, including 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 Operator Services.

**12. TERMS OF APPENDIX**

- 12.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 12.2 If CLEC terminates this Appendix prior to the expiration of this Appendix, CLEC shall pay SWBT, within thirty (30) calendar days of the issuance of any bills by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SWBT pursuant to this Appendix prior to its termination.

**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 and 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 OSS**



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## APPENDIX OSS

### ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

#### 1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (**SWBT**) provides nondiscriminatory access to **SWBT**'s operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing. **SWBT** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

1.2 As used herein, (**SWBT**) means the above ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

#### 2. GENERAL TERMS AND CONDITIONS

2.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC). In areas where Resale and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SWBT** and CLEC will use manual processes. Should **SWBT** develop electronic interfaces for these functions for itself, **SWBT** will offer electronic access available to CLEC.

2.2 CLEC agrees to utilize **SWBT** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SWBT**. In addition, CLEC agrees that such use will comply with the summary of **SWBT**'s Operating Practice No. 113, Protection of Electronic Information, titled Competitive Local Exchange Carrier Security Policies and Guidelines. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

2.3 CLEC's access to pre-order functions described in 3.2.2 and 3.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End-User where CLEC has obtained an authorization for release of CPNI from the End-User and has obtained an authorization to become the End User's local service provider. The authorization for release of CPNI must substantially reflect the following:

2.3.1 "This written consent serves as instruction to all holders of my local exchange telecommunications, CPNI and account identification information to provide such information to the undersigned CLEC. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. I have authorized CLEC to become my local service provider. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

2.3.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

- 2.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement and applicable **SWBT** tariffs. In addition, CLEC agrees to perform accurate and correct ordering as it relates to **SWBT** UNE rates and charges pursuant to the terms of this Agreement. All exception handling must be requested manually from the LSC.
- 2.5 The Information Services (I.S.) Call Center provides a technical support function for the OSS interfaces described in this Appendix. CLEC will also provide a single point of contact for technical issues related to the electronic interfaces.
- 2.6 **SWBT** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 2.7 **SWBT** reserves the right to modify or discontinue the use of any system or interface as it deems appropriate; provided, however:
- 2.7.1 **SWBT** shall provide CLEC with at least ninety (90) days prior written notice of any planned discontinuance and provide CLEC with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon CLEC request, **SWBT** shall also provide a reasonable transition period.

2.7.2 SWBT shall provide CLEC with reasonable prior written notice of any significant system modifications.

- 2.8 If CLEC elects to utilize electronic interfaces based upon industry guidelines for Resale or UNE, SWBT and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SWBT may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SWBT are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SWBT has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 2.9 Due to enhancements and on-going development of access to SWBT's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 2.7 of this Appendix, SWBT agrees that interfaces phased out will be accompanied with proper notice.
- 2.10 CLEC is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Southwestern Bell OSS Functions."

### 3. PRE-ORDER

- 3.1 SWBT will provide access to pre-order functions to support CLEC ordering of Resale Services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLECs so that CLEC order requests may be created to comply with SWBT ordering requirements.
- 3.2 Pre-ordering functions for Resale services include:
- 3.2.1 Features and services available at a valid service address (as applicable);

- 3.2.2 Access to SWBT retail or resold CPNI and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC, and a customer authorization for release of CPNI complies with conditions as described in section 2.3 of this Appendix.)
  - 3.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
  - 3.2.4 Service availability dates to the End User;
  - 3.2.5 Information regarding whether dispatch is required;
  - 3.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;
  - 3.2.7 Service address verification.
- 3.3 Pre-ordering functions for UNE include:
- 3.3.1 Features and services available at an end office for a valid service address (as applicable);
  - 3.3.2 Access to SWBT retail or resold CPNI and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC, and a customer authorization for release of CPNI complies with conditions as described in section 2.3 of this Appendix.)
  - 3.3.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
  - 3.3.4 PIC options for intraLATA toll (when available) and interLATA toll;
  - 3.3.5 Service address verification.

3.3.6 Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

3.4 Electronic Access to Pre-Order Functions:

3.4.1 **SWBT** will provide CLEC access to one or more of the following systems:

3.4.1.1 Resale Services Pre-order System Availability:

3.4.1.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which **SWBT** provides CLEC access to the functions of pre-ordering when R-EASE is utilized to order **SWBT** Residential Resale Services.

3.4.1.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SWBT** provides CLEC access to the functions of pre-ordering when such access is utilized to order **SWBT** Business Resale Services.

3.4.1.2 Resale and UNE Pre-order System Availability:

3.4.1.2.1 DataGate is a transaction-based data query system through which **SWBT** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow CLEC to access the pre-order functions for Resale services and UNE by CLEC developing its own End User interface. **SWBT** and CLEC agree to cooperate in developing and implementing an electronic communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which **SWBT** is providing.

3.4.1.2.2 Verigate is an End User interface developed by **SWBT** that provides access to the pre-ordering functions for Resale Services and UNE. Verigate may be used in connection with electronic or manual ordering. Verigate is accessible via Toolbar.

3.5 Other Pre-order Function Availability:

- 3.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from **SWBT**'s LSC for inclusion on the service order request.
- 3.5.2 Upon request but not more frequently than once a month, **SWBT** will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically, the following database information may be electronically provided, Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

4. **ORDERING AND PROVISIONING**

- 4.1 **SWBT** will provide access to ordering functions (as measured from the time **SWBT** receives accurate service requests from the interface) to support CLEC provisioning of Resale Services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SWBT** to provision in accordance with **SWBT** ordering requirements. **SWBT** will provide CLEC access to one or more of the following systems or interfaces:
- 4.2 Resale Services Order Request System Availability:
  - 4.2.1 R-EASE is available for the generation of Residential Resale Services orders. Ordering flows are available via this system.
  - 4.2.2 B-EASE is available for the generation of Business Resale Services orders. Ordering flows are available via this system.
  - 4.2.3 Service Order Retrieval and Distribution (SORD) interface provides CLECs with the ability to create certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of Service Orders submitted electronically by CLEC. Should CLEC elect to correct service order errors via SORD, CLEC will be responsible for correcting all errors occurring prior to completion, on any orders submitted electronically by CLEC.

4.3 Resale and UNE Service Order Request Ordering System Availability:

- 4.3.1 SWBT makes available to CLEC an EDI interface for transmission of SWBT ordering requirements via formats provided on the LSR as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's Resale ordering requirements. In ordering and provisioning UNE, CLEC and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's UNE ordering requirements. In addition, Number Portability will be ordered consistent with the OBF LSR and EDI process.
- 4.3.2 In ordering and provisioning unbundled dedicated transport (UDT) and local interconnection trunks, CLEC and SWBT will utilize industry guidelines developed by OBF based upon SWBT ordering requirements.
- 4.3.3 LSR Exchange (LEX) is a graphical user interface provided by SWBT that provides access to the ordering functions for Resale services and UNE.

4.4 Provisioning for Resale Services and UNE:

- 4.4.1 SWBT will provision Resale Services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
- 4.4.2 Order Status will allow CLEC to check service order status. Order Status is accessible via SWBT Toolbar. In addition, pending orders can be viewed in SORD.
- 4.4.3 In cases of EDI ordering, SWBT will provide CLEC with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide CLEC with a FOC for each Resale and UNE service request. The FOC will include: purchase order number, telephone number, LSR number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide CLEC with an 855 EDI transaction-based Order Completion that states when that order was completed. CLEC may submit supplement requests via the 860 EDI transaction, and, where available, SWBT will provide CLEC an 865 EDI transaction-based completion notice.



4.4.3.1 The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

4.4.3.1.1 Errors occurring between application and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;

4.4.3.1.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours. Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified above.

4.4.3.1.3 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.

4.4.4 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

4.4.4.1 The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

4.4.4.1.1 Errors occurring between application and distribution must be corrected prior to releasing the order from EASE;

4.4.4.1.2 ESOI errors must be corrected within three (3) business hours. Service orders will be excluded from calculation of the results for the related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified above.

4.4.4.1.3 Additionally, service orders with errors that occur after order generation, but prior to distribution, will not qualify for a SBC issued FOC.

## 5. MAINTENANCE AND REPAIR

- 5.1 Two electronic interfaces are accessible to place, and check the status of, trouble reports for both Resale and UNE. Upon request, CLEC may access these functions via the following methods:
  - 5.1.1 Trouble Administration (TA) system access provides CLEC with SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SWBT Toolbar.
  - 5.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to American National Standards Institute (ANSI) guidelines T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SWBT. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SWBT will exchange requests over a mutually agreeable X.25-based network.

## 6. BILLING

- 6.1 SWBT will bill CLEC for resold services and UNE. SWBT will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SWBT will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SWBT.
- 6.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:
  - 6.2.1 CLEC may receive Bill Plus<sup>TM</sup>, an electronic version of its bill as described in, and in accordance with, SWBT's Local Exchange Tariff.
  - 6.2.2 CLEC may receive a mechanized bill format via the EDI 811 transaction set.
  - 6.2.3 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

- 6.2.4 **SWBT** shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.
- 6.2.5 CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's customers change their Competitive Local Exchange Carrier.
- 6.3 Electronic access to billing information for UNE will also be available via the following interfaces:
  - 6.3.1 **SWBT** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database, the same information that would appear on its paper bill.
  - 6.3.2 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SWBT** Toolbar.
  - 6.3.3 **SWBT** shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry standardized EMR format.
  - 6.3.4 CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's customers, utilizing **SWBT** ports, change their Competitive Local Exchange Carrier.

## 7. REMOTE ACCESS FACILITY

- 7.1 CLEC must access the following **SWBT** OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD Supplement and via Toolbar, Trouble Administration, Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 7.2. CLEC may utilize a port to access these interfaces to perform the supported functions in any **SWBT** state where CLEC has executed an Appendix OSS and purchases System Access in that state.
- 7.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF. Switched Access "Dial-up Connections" require CLEC to provide its own

modems and connection to the SWBT LRAF. CLEC shall pay the cost of the call if Switched Access is used.

- 7.3 CLEC shall use TCP/IP to access SWBT OSS via the LRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id /password unique to each individual for accessing a SWBT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 7.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF access plans in detail and schedule testing of such connections.

## 8. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 8.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.
- 8.2 Prior to live system usage, CLEC must complete user education classes for SWBT-provided interfaces that affect the SWBT network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be required for R-EASE, B-EASE, LEX, SORD Supplement and Trouble Administration. Optional classes will be available for Order Status and Verigate. Schedules will be made available upon request and are subject to change, with class lengths varying. Ongoing class schedules may be requested from the CLEC's account manager.

8.3 Table I

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 8.4 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SWBT and CLEC payment is due thirty (30) days (following the bill date).