

PRICE SCHEDULE - BROOKS FIBER COMMUNICATIONS

- **Unbundled Elements**

Loop Oklahoma

Monthly recurring charges:

2-wire analog
8db loop \$17.63

Nonrecurring charge per loop: \$82.75

Each additional same order, same premises \$50.00

If 5db loops are desired, conditioning may be purchased at rates, terms, and conditions no less favorable than SWBT' tariff.

Loop Cross Connect

TR08/D4 type \$3.75

Collocation/Leased Floor
Space type \$1.50

Loop Extension

Dependent upon interconnection facility. Available at rates, terms, and conditions no less favorable than SWBT's Access Tariff.

TR08 Loop Extension*

<u>Without Concentration</u> <u># of 96 line increments</u>	<u>Nonrecurring Charge</u>	<u>3 Year Term</u>	<u>1 Year Term</u>
1	\$3,500	\$1,700	\$3,000
2-6	\$1,000	\$ 600	\$1,050

<u>Concentrated (2:1) # of 96 line increments</u>	<u>Nonrecurring Charge</u>	<u>3 Year Term</u>	<u>1 Year Term</u>
1	\$3,500	\$2,000	\$3,500
2-6	\$1,000	\$ 700	\$1,225

*Limited to POTS service meeting CSA design criteria with transmission loss no greater than 900 OHMS. Does not include facility costs.

Prices for other unbundled elements, identified in Appendix UNC, shall be established upon completion of SWBT TELRIC cost studies.

• **Interim Number Portability**

Oklahoma

Per number including 3
paths (both bus. & res.) \$ 1.85

Per additional path .15

Nonrecurring charge per
order \$ 12.50

Subject to terms and conditions of Appendix PORT

APPENDIX DEFINE

AUGUST 1996

Appendix DEFINE

1. DEFINITIONS

- A. "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating interexchange traffic between end offices and interexchange carriers.
- B. "Ancillary Services" are services which support but are not required for interconnection of telecommunication networks between two or more parties, e.g., 911, DA, Operator Services, Directory and LIDB Service.
- C. "Automatic Number Identification" or "ANI" is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.
- D. "Calling Party Number" or "CPN" is a feature of signaling system 7 (SS7) protocol whereby the 10 digit number of the calling party is forwarded from the end office.
- E. "Central Office Switch" means a single switching system within the public switched telecommunications network, including the following:
 - "End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered.
 - "Tandem Office Switches" which are Class 4 switches used to connect and switch trunk circuits between Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).
- F. "Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. SWBT uses the Bellcore version of CCS protocol, generally referred to as "SS7."
- G. "EAS Traffic" means traffic that originates and terminates within SWBT exchanges sharing an optional two-way local calling scope.
- H. "Exchange" is the geographic territory delineated as an exchange area for SWBT by official commission boundary maps.
- I. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for

billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.

- J. "Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network which originate and terminate within an exchange.
- K. "ISDN" means Integrated Services Digital Network, a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B+D).
- L. "Local Number Portability" or "LNP" is a service arrangement whereby an end user, who switches subscription for Exchange Services from one provider to another, is permitted to retain, for its use, the existing assigned number provided that the end user remains at the same location.
- M. "Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services which has universal service and carrier of last resort obligations.
- N. "Local Service Provider" or "LSP" is a nonincumbent carrier which has obtained the certification and authority necessary to provide Exchange Services.
- O. "Local Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating local traffic between end offices.
- P. "Local Traffic" means traffic that originates and terminates within a SWBT exchange including mandatory local calling scope arrangements. Mandatory Local Calling Scope is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area.
- Q. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA. The latest release is issue No. 5, dated June 1994.

- R. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for *access service* which is to be provided to an IXC by two or more telecommunications providers. The latest release is issue No. 3, dated February 1996.
- S. "Meet-Point Billing" or "MPB" refers to a billing arrangement whereby two or more telecommunications providers jointly provide the transport element of a switched access service to an IXC, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- T. "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- U. "Numbering Plan Area" or "NPA" is also called an area code. An NPA is the 3-digit code that occupies the A, B, and C positions in the 10-digit NANP format that applies throughout World Zone 1. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic.
- a) Geographic NPAs are NPAs which correspond to discrete geographic areas within World Zone 1.
 - b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, "e.g., 800."
- V. "NXX" "NXX Code," "Central Office Code" or "CO Code" is the three digit switch indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers.
- W. "Originating Traffic" is a voice-grade switched telecommunications service which is initiated as the result of an end-user's attempt to establish communications between itself and another end user(s).

- X. **"Terminating Traffic" is a voice-grade switched telecommunications service which is delivered to an end user(s) as a result of another end user's attempt to establish communications between the parties.**

- Y. **"Through-put Transport" is the intermediate transport of local traffic between an originating LSP's or LEC's network and the terminating LEC's or LSP's network by a third party carrier which neither originates nor terminates that traffic on its network.**

APPENDIX LIDB

AUGUST 1996

APPENDIX LIDB

AGREEMENT FOR THE PROVISION OF DATA BASE ADMINISTRATION AND LINE INFORMATION DATA BASE (LIDB) STORAGE

This Appendix, between SWBT and LSP sets forth the terms and conditions upon which SWBT will provide data base administration to store LSP's line/billing records in SWBT's Line Information Data Base (LIDB).

WHEREAS, SWBT owns and maintains a Line Validation Administration System (LVAS) that provides facilities for adding, deleting, and changing information in LIDB; and

WHEREAS, SWBT maintains LIDB for various purposes, including the validation of alternately billed service (ABS) requests and the provision of other services; and

WHEREAS LSP desires to have SWBT use LVAS to administer LSP's line information records for the provision of services set forth in the exhibits attached to this Appendix; and

WHEREAS SWBT is willing to provide, where equipment, processing capability and hardware configurations permit, such LVAS services and LIDB storage for LSP; and

WHEREAS, SWBT owns and maintains a Sleuth System that provides facilities for ABS fraud monitoring; and

WHEREAS LSP desires SWBT to use its Sleuth System for ABS fraud monitoring of its telecommunications traffic.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made, the parties agree as follows:

I. DEFINITIONS

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

- A. **Alternate Billing Services (ABS)** - A service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- B. **Billed Number Screening (BNS)** - A process which utilizes a database to determine specific characteristics and/or end user preferences with respect to a billed number.
- C. **Calling Card Service (CCS)** - A service which enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

- D. **Data Base** - An integrated collection of related data. In the case of the LIDB, the data base is the line number and related line information.
- E. **Data Base Administration Center (DBAC)** - The LIDB input center where the LVAS facility and administrative personnel are currently located.
- F. **Exchange** - For the purpose of this Appendix, a specific NPA-NXX combination.
- G. **Line Validation Administration System (LVAS)** - An off-line administrative system, used by SWBT to add, delete and change information in LIDB.
- H. **Line Information Data Base (LIDB)** - The line information database, which is an ANSI SS7 database system, functions as a centralized repository for data storage and retrieval. LIDB supports validation and recording of ABS requests. LIDB also supports storage, retrieval and recording capabilities for other information that can be associated with an end user's line. Examples of such information are, or are expected to be, originating screening information, ZIP code data and calling name.
- I. **Personal Identification Number (PIN)** - A confidential four digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. The PIN is stored in the LIDB for those line numbers that have an associated calling card.
- J. **Response** - A single response in a set of predefined expected responses to a request for information contained in a query from a computer processor.
- K. **Toll Billing Exception (TBE)** - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- L. **Sleuth** - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences requiring fraud investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.
- M. **Translation Type** - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STP's) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

II. RESPONSIBILITIES

A. SWBT shall:

1. **Input information provided by LSP into LIDB for the NPA-NXX's set forth in Exhibit 1, NPA-NXX's TO BE ADMINISTERED, attached hereto and made a part hereof. The information to be provided by LSP includes, but is not limited to, Calling Card Service information, Toll Billing Exception information (such as restrictions on collect and third number billing), and class of service information, as well as any information needed by SWBT to provide the services being requested.**
2. **Provide the functionality needed to perform certain query/response functions on a call-by-call basis for the line / billing records of LSP that reside in SWBT's LIDB. Those query / response functions SWBT will perform are set forth in the Exhibits.**
3. **SWBT will provide LSP with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates probability of a fraud incidence.**
4. **Provide once annually, on a mutually agreed upon date via paper or tape records, a listing of LSP subscriber line number information residing in LVAS for audit purposes.**
5. **Determine for billing purposes the number of access lines that are administered for each NPA-NXX for which SWBT performs the database administration function on behalf of LSP. This quantification of access lines administered will be prepared after the initial load of data is complete and subsequently on the first business day of each calendar year.**
6. **Provide upon written request, such data as is reasonably necessary to verify billing charges for data base administration update functions. This information will be provided in standard SWBT LVAS report formats. Subject to paragraph II.B. below.**
7. **Provide such data, as is reasonably necessary, to enable the Independent Billing Information System (IBIS) billing statements to be substantiated for query volumes of LSP line billing records that reside in SWBT's LIDB. This data will be provided in standard Exchange Message Record (EMR) formats.**
8. **SWBT agrees to limit its use and distribution of any customer-specific information provided by Brooks to the performance of service under this**

Appendix, except upon such terms as may be agreed upon between Brooks and SWBT in writing.

B. LSP shall:

1. Furnish, prior to the initial LVAS load and as requested by SWBT thereafter, the following forecast data: the number of working line numbers to be established; the average number of monthly changes to these records; the number of busy hour queries, by query type; and the number of annual queries by query type. If SWBT, at its discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of LSP information, SWBT will notify LSP of its intent to not provide to it the Services under this Appendix and this Appendix will be void.
2. Should the quantity of LSP's access lines change by more than 15% from the beginning of the calendar year, LSP shall report the updated access lines information to SWBT within 30 days of such change so SWBT can perform accurate billing.
3. Furnish all the line/billing records in a format required by SWBT to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
4. Inform SWBT of any necessary changes to be made in such records. LSP will keep these records current using reporting forms, formats and procedures which are acceptable to SWBT as set forth below:
 - (a) **MANUAL MEDIA** - Paper records received at the DBAC to be input into LVAS by a DBAC clerk. This option is limited to those companies with 1,000 Access Lines, or less. This option is available for both initial line information load and ongoing service order updates.
 - (b) **DIAL-IN MEDIA** - LVAS is directly accessed via a dial-up terminal or personal computer with dial-up/dial back capabilities compatible with SWBT's LVAS hardware and software. This option is available for both initial data load and ongoing updates.
 - (c) **FILE TRANSFER MEDIA** - Files received at a SWBT-designated computer retrieval, by LVAS. SWBT and LSP will agree upon the file transfer protocol. This option is available for both initial data loading and ongoing updates.

- (d) **TAPE MEDIA** - Load information, recorded on nine-track tapes and received at a designated SWBT location for input in LVAS. LSP will format the nine-track tapes, as specified in GR-446-CORE, Issue 2, June 1994, as revised. LSP will provide exchange records (NPA-NXX) and line records on separate tapes. This option is limited to initial load only.
5. Verify to SWBT, once annually, line information data residing in LVAS by reviewing the listing of line information data provided in accordance with Section II, A.4 preceding. LSP will provide to SWBT all additions, deletions, and corrections resulting from its verification on, or before, the fourteenth business day following its receipt of line information verification reports produced by SWBT for audit purposes.
 6. Provide SWBT with a contact name, and fax number for SWBT to fax alerts from SWBT's Sleuth System.
 7. Pay SWBT the amount billed for the services rendered, in accordance with Sections IV and V, detailed below.
 8. Be willing to bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response validating the end user's willingness to accept the charges for the underlying call.

III. METHODS AND PRACTICES

With respect to all matters covered by this Appendix, each party will adopt and comply with SWBT standard operating methods and procedures and will observe the rules and regulations which cover the administration of LVAS service and the Sleuth System, as set forth in SWBT practices. The parties acknowledge that those practices may be changed by SWBT from time to time.

IV. BASIS OF COMPENSATION

Compensation to SWBT for LVAS service shall be based upon the rates set forth in Exhibit II, BASIS OF COMPENSATION, attached hereto and made a part hereof. These rates will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon seventy-five (75) days' notice. SWBT may first give such notice seventy-five (75) days before the end of the first year.

V. MONTHLY BILLING

Billing statements hereunder will be rendered monthly by SWBT and remittance in full will be made to SWBT within thirty (30) days of the billing date.

VI. LIABILITY

- A. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of LVAS, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for LVAS during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- B. SWBT shall not be liable for any losses or damages arising out of SWBT's administration of Sleuth except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder.
- D. LSP agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of SWBT's provision of service under this Appendix.

VII. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LVAS SERVICE, LIDB OR THE SLEUTH SYSTEM. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

VIII. MUTUALITY

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT request such services, LSP will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix.

APPENDIX LIDB

EXHIBIT I

EXCHANGES TO BE ADMINISTERED

SWBT shall provide Line Validation Administration System (LVAS) services for the following LSP exchanges:

EXCHANGE NAME

NPA NXX

APPENDIX LIDB

EXHIBIT II

BASIS OF COMPENSATION

COMPENSATION :

To determine compensation to SWBT for Data Base Administration Services provided, the following rates will apply (rate structure has flat rate charge, plus an additional charge per 100 access lines):

<u>UPDATED MEDIA USED</u>	<u>INITIAL LOAD</u>	<u>ONGOING UPDATES</u>
A. Manual (\leq 1,000 Line)	\$ 372.00	\$51.00
Charge per 100 access lines	\$ 55.00	\$ 3.75
B. File Transfer	\$1,000.00	\$25.00
Charge per 100 access lines	\$ 00.00	\$00.25
C. Tape	\$ 380.00	Tape Option Not Available for Updates
Charge per 100 access lines	\$ 23.50	
D. Dial-in	\$1,525.00	\$20.00
Charge per 100 access lines	\$ 00.00	\$00.30

SWBT will credit 25% per query and per query transport to LSP for each query that is made against its data, stored in SWBT's LIDB.

APPENDIX LIDB

EXHIBIT III

CALLING CARD AND BILLED NUMBER SCREENING VALIDATION

SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to:

1. Validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment.
2. Determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number.
3. Determine whether the billed line is a public telephone number using the Class of Service information in the LIDB.

APPENDIX LIDB

EXHIBIT IV

CNAM SERVICE (GENERIC NAME)

Upon receipt of the line/billing information from LSP, in a format acceptable to SWBT, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

Calling Name records are limited to fifteen characters. LSP is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. LSP is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages. Upon receipt of Calling Name data, in a format acceptable to SWBT, SWBT will provide the query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

APPENDIX CA

AUGUST 1996

Appendix CA

WHEREAS, the Parties' operations hereunder may include the disclosure of trade secrets and other highly confidential and/or proprietary information and data by the Parties;

NOW, THEREFORE, in consideration of mutual promises exchanged and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following terms governing the confidentiality of certain information one party ("Owner") may disclose to the other party ("Recipient"). As used in this Agreement, the term "Recipient" includes any of the Recipient's employees or agents.

1. DEFINITIONS. For purposes of this Confidentiality and Nondisclosure Agreement ("Agreement"), "Confidential Information" means all information of Owner or another party whose information Owner has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase, and use of services, which is disclosed by Owner or its affiliates to Recipient or its affiliates indicating its confidential and proprietary nature and marked confidential or proprietary. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party. The information, if in tangible form, shall be marked prominently with a legend identifying it as confidential. If the information is oral, then it shall be presumed by the Recipient to be confidential.

Notwithstanding the foregoing, Confidential Information shall not include any information of Owner that (a) was in the public domain at the time of the disclosing party's communications thereof to the receiving party; (b) entered the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication thereof to the receiving party; (c) was in the receiving party's possession free of any obligation of confidence at the time of disclosure by the other party; or (d) was disclosed to the receiving party by a nonparty source, free of any obligation of confidence, after disclosure by the party; or (e) was developed by employees or agents of the receiving party independently or and without reference to any of the Confidential Information that the disclosing party has provided to the receiving party.

2. OWNERSHIP. All Confidential Information in whatever form (including, with limitation, information in computer software or held in electronic storage media) shall be and remain property of Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not be retained in any form by Recipient.

3. NONDISCLOSURE. Recipient shall not disclose any Confidential Information to any person or entity except employees, agents, or affiliates of Recipient who have a need to know (collectively "Representatives") and who have been informed of and agree to abide by Recipient's obligations under this Agreement. Each such Representative shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Recipient agrees to be and remain jointly and severally liable for any disclosure by any such Representative which is not in

accordance with this Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential information of like importance and, at a minimum shall exercise reasonable care. The Parties agree that this Agreement does not prohibit the disclosure of Confidential Information where applicable law requires, including but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event the Recipient receives an agency or court subpoena or order requiring such disclosure of Confidential Information, Recipient shall immediately, and in no event later than five (5) days after receipt, notify Owner in writing. All rights and obligations under this Agreement shall survive the expiration or termination of any contract or other agreement between Owner and Recipient. The obligations of the Parties under this Agreement shall continue and survive the completion of the aforesaid discussions and shall remain binding for a period of two (2) years from the date of execution of this Agreement. This provision shall remain binding for the above-stated period, even if the Parties abandon their efforts to undertake a possible business transaction together.

4. **REMEDIES.** The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, Owner may seek any and all relief available in law or equity as a remedy for such breach, including but not limited to, monetary damages, specific performance, and injunctive relief. The Parties acknowledge that Confidential Information is valuable and unique and that disclosure will result in irreparable injury to Owner. In the event of any breach of this Agreement for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

5. **DISCLAIMER.** This Agreement and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase, or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright, or other intellectual property.

APPENDIX WP
AUGUST 1996

Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and Brooks agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which Brooks also provides local exchange telephone service, and Brooks wishes to include listing information for its end users in the appropriate SWBT White Pages directories.
2. Brooks also desires distribution to Brooks' end users' premises of the White Pages directories that include listings of Brooks' end users. Brooks further desires bulk delivery of directories to a designated location concurrent with the delivery of directories to its end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and Brooks agree as follows:

I. SERVICE PROVIDED

- A. SWBT shall use the practices, rules and regulations applicable to the provision of White Pages directories on a nondiscriminatory basis. SWBT will include in appropriate White Pages directories the primary alphabetical listings of all Brooks end users located within the local directory scope.
- B. On a daily basis or as otherwise agreed, Brooks shall furnish to SWBT, in a format acceptable to both Parties, a single feed of subscriber listing information pertaining to Brooks end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory. From the single feed, SWBT shall forward Brooks end user information to SWBT's White Pages directory and directory assistance databases and to third party publishers designated by Brooks where SWBT transmits its own end user listings to the same third party. SWBT shall

provide such Brooks listing information to designated third parties for an administrative fee per publisher as set forth in the compensation schedule.

- C. Brooks' end user listings are to be interfiled (interspersed) in the directory among SWBT's end user listing information with no discernable differentiation in the listings to indicate to the reader that the listings are served by another carrier.
- D. Ninety (90) days prior to the business office close date for a particular directory, SWBT shall provide Brooks a verification list of Brooks' end user listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each Brooks end user. Brooks shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within sixty (60) days of receipt of the list from SWBT.
- E. SWBT will provide a directory delivery list which will be derived from the Directory Delivery Address information which Brooks will use to determine the number of directories that each Brooks end user will require. Brooks will verify, annotate and return this delivery list to SWBT thirty (30) days prior to the commencement of delivery. SWBT shall also provide the prior year's DDA and quantity list for planning and comparison. SWBT will provide one copy of the directory to Brooks end users, unless otherwise instructed by Brooks.
- F. Sixty (60) days prior to the directory close, Brooks shall also provide to SWBT a written forecast of the total number of directories that Brooks will require. Such forecast will include both the number of book copies to be delivered to Brooks's end users as part of SWBT's annual directory distribution and the number of book copies to be delivered in bulk to Brooks to support Brooks's projected needs the following year. In its order to the directory printer, SWBT shall specify the number of copies that Brooks has requested of a particular directory. SWBT shall distribute the directory annually, at Brooks's option, and shall make any subsequent distribution under the terms set forth in Section III.
- G. SWBT will include Brooks specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, Brooks shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.

II. USE OF END USER LISTING INFORMATION

Brooks authorizes SWBT to use the end user listing information provided to SWBT pursuant to this Appendix for the purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases (where such service is provided by SWBT), and, at the request of Brooks, transmittal to designated third party directory publishers.

III. COMPENSATION

The following compensation rates are in effect for the term of this appendix agreement. If more favorable compensation provisions are provided to another LSP, Brooks may avail itself of such provisions upon request.

- A. Subsequent to its initial order, and at the time of delivery, SWBT will assess Brooks an annual per listing charge for White Pages directory services as identified on WP-Price List. Included in this rate Brooks will receive for its end users:
- 1) One (1) Primary Directory Listing; and
 - 2) One (1) copy of the directory delivered to Brooks end user premises.
- B. On a one-time basis, at the time of Brooks's initial order, SWBT will provide a total allotment of 200 total book copies of the SWBT White Pages directory, for metropolitan area served by Brooks, which will be delivered to Brooks end users. SWBT will waive the per book fee for each of these 200 book copies.
- C. Additionally, on a one-time basis, at the time of its initial order, SWBT further agrees to provide, in bulk, to Brooks a total of 200 additional book copies of those directories with a close date during the term of this Agreement, at no charge to Brooks. Brooks agrees to pay SWBT the price identified in WP-Price List for each additional book copy, ordered at the time of its initial request, beyond the 200 copies. Such book copies will be delivered in bulk to Brooks.
- D. In lieu of the options listed in paragraphs B. and C. above, Brooks may choose to receive five percent (5%) of its initial yearly White Pages directory forecast at no charge.