

- E. For any subsequent directory order, SWBT shall charge Brooks the rate identified in the WP-Price List. This rate is applicable, per book copy, whether subsequent directories are delivered in bulk to Brooks or to Brooks's end users.
- F. SWBT agrees to provide Brooks, for resale to its end users, enhanced residential listings (i.e., signature listings), at an eight percent (8%) discount from SWBT's retail tariff rates.
- G. Where a Brooks end user requires additional listings to appear in the White Pages directory, SWBT will assess Brooks an annual charge for such listings at 92% of existing SWBT tariff rates.
- H. At Brooks' request, SWBT shall transmit Brooks' end user listing information to designated third party directory publishers for a one-time administrative fee of \$100.00 per directory publisher.

IV. ASSIGNMENT

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

V. LIABILITY

- A. Brooks hereby releases SWBT from any and all liability for damages due to errors or omissions in the subscriber listing information that Brooks supplied to SWBT for inclusion in the White Pages subject to the provisions in paragraph I., D. above.
- B. This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the

Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. TERM

- A. This Appendix shall continue in force for one (1) year, or until terminated by either Party to the other with sixty (60) days prior written notice. After one year, the agreement shall continue if the Parties are able to reach mutually agreeable terms regarding rates and conditions. Upon termination of this agreement, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by Brooks, and shall promptly return such subscriber listing information to Brooks.

- B. Upon termination of the Interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

**Appendix WP
PRICE LIST - OKLAHOMA**

PER BOOK PRICE DELIVERED TO USLD END USERS	\$ 6.50
SUBSEQUENT DELIVERY	\$ 10.00
ONE-TIME 200 ADDITIONAL BOOK RATE	\$ 5.50
ADDITIONAL INFORMATION PAGE OKLAHOMA CITY	\$6000.00
TULSA (business)	\$4000.00
TULSA (residence)	\$4000.00

APPENDIX RESALE

AUGUST 1996

Appendix RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to LSPs by SWBT for resale.

1. For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
2. LSP shall only sell Plexar services to a single end user or multiple end users on contiguous properties.
3. Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
4. The LSP shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers.
5. The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
6. The LSP shall not use resold local exchange telephone service to provide access services to interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
7. LSP shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The LSP may brand services included in this Appendix with its own brand name, but SWBT will not provide for LSP branding of those services.
8. SWBT shall provide the services covered by this Appendix subject to availability of facilities.
9. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

10. Where available, SWBT will afford LSP end users with the ability to make 911 calls. LSP shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the PSAP.
11. Where requested by SWBT, the LSP shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
12. SWBT shall provide LSP's end users access to SWBT Directory Assistance Service. LSP shall pay SWBT amounts attributable to Directory Assistance services used by LSP's end users. Prices associated with the utilization of Directory Assistance Service are outlined in the attachments to this Appendix.
13. SWBT shall provide, at no additional charge, a straight line listing of the LSP end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
14. Enhanced Listing services (e.g., signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT amounts attributable to Enhanced Listing services used by LSP's end users. The attachments outline the discounts associated with such enhanced listing services.
15. SWBT or its agents will deliver local White Pages directories to LSP end user's premises at the same time directories are delivered to SWBT end users.

LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Agreement.

SWBT, or its agents, shall deliver a White Pages Directory to LSP end users' premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.

16. SWBT shall provide LSP's end users access to SWBT's Operator Services. LSP shall pay SWBT amounts attributable to Operator Services used by LSP's end users. Discounts associated with the utilization of Operator Services features are outlined in the attachments to this Appendix.
17. When LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of \$16.65 in Texas and \$28.00 in the four northern states. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective \$16.65 or \$28.00 conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges,

excluding the conversion charge mentioned above, will be charged at a discount for those services listed in Appendix 1. Complex orders will be charged at a higher rate.

18. For the purposes of ordering service under this Agreement, all requests for service shall be handled as an initial request for service under one service order. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.
19. If the LSP is in violation of a provision of this Appendix, SWBT will notify the LSP of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the LSP will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the LSP for the charges which should have been collected by SWBT or the actual revenues collected by the LSP from its end users for the stated violation, whichever is greater. Should the LSP dispute the violations, it must notify SWBT within fourteen (14) days. Disputes will be resolved as outlined in Section XVIII of the Agreement.

RESPONSIBILITIES OF SWBT

1. SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available.
2. SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users. LSP, on behalf of its end users, shall be entitled to a service guarantee under the same terms and conditions as contained in SWBT's corresponding tariff under Service Guarantee.
3. LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.

4. SWBT will provide LSP with the detailed billing information in a standard electronic format necessary for LSP to issue a bill to its end users. After 1/1/97, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services.
5. SWBT shall make new telecommunications services available for resale consistent with the Telecommunications Act. SWBT shall use the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service.
6. 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 by Brooks and SWBT in writing.

RESPONSIBILITIES OF LSP

1. Prior to submitting an order under this Appendix, LSP shall obtain written documentation from the end user confirming the end user's request or such documentation as may be required by applicable State laws and regulations. LSP shall make authorization available to SWBT upon request.
2. If an end user notifies SWBT or LSP that its local service provider of record has been changed without authorization (slammed), and wishes to be served by the other Party, the Party receiving such request shall be free to immediately provide service to such end user. Additionally, SWBT shall be free to connect the end user to any LSP based upon the LSP's request.
3. Neither Party shall be obligated by this Appendix to investigate any allegations of slamming on behalf of the other Party or a third party. If either Party agrees to investigate an alleged incidence of slamming on behalf of the other a \$50 investigation fee shall apply.
4. When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.
5. The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.

6. LSP is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any other retail services including direct dial intraLATA toll provided directly by SWBT to the end user which SWBT shall be responsible for billing.
7. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services including direct dialed IntraLATA toll provided directly to the end user by SWBT as described in paragraph 6 above.

Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

8. If LSP does not wish to be responsible for collect, third number billed, 900 and 976 calls, it must order blocking for resold lines under this Appendix and pay any applicable charges.
- 9A. If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.
- 9B. If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account unless the Parties agree to waive this requirement where the amount in dispute does not warrant establishment of such an account.
- 9C. Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution section of the Interconnection Agreement. Failure of LSP to pay charges deemed owed to SWBT after conclusion of the dispute resolution procedures shall be grounds for termination under this section.
- 9D. If any undisputed LSP charges remain unpaid or disputed charges are not escrowed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.

- 9E. If any undisputed LSP charges remain unpaid or disputed charges are not escrowed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- 9F. If any undisputed LSP charges remain unpaid or disputed charges are not escrowed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.
- 9G. Within five (5) days of the transfer (50 days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- 9H. SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- 9I. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 9J. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 9K. After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.
- 10. LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.

11. LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number. The requirements herein are subject to additional terms and conditions in Section VI.E.2. (Support System Services) of the Agreement.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>EXCHANGE ACCESS LINES</u>		
Business 1 Party	15.4%	15.4%
Business - Multi-Line Hunting	15.4%	15.4%
Semi Public Coin Telephone Service	15.4%	15.4%
Semi Public Coinless Telephone Service	15.4%	15.4%
Semi Public Coinless - Outward only	15.4%	15.4%
Semi Public Outgoing Only/1 Way Originating only	15.4%	15.4%
<u>EXPANDED LOCAL CALLING</u>		
Expanded Local Calling (Mandatory)	15.4%	15.4%
Mandatory Extended Area Calling Service (EACS)- 1 Party	15.4%	15.4%
Mandatory EACS - Hotel/Motel Measured Trunk	15.4%	15.4%
Mandatory EACS - Multi-Line Hunting	15.4%	15.4%
Mandatory EACS - PBX Trunk	15.4%	15.4%
Mandatory EACS - Semi Public - 1 Party	15.4%	15.4%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	15.4%	15.4%
Call Blocker	15.4%	15.4%
Call Forwarding	15.4%	15.4%
Call Forwarding - Busy Line	15.4%	15.4%
Call Forwarding - Busy Line/Don't Answer	15.4%	15.4%
Call Forwarding - Don't Answer	15.4%	15.4%
Call Return	15.4%	15.4%
Call Trace	15.4%	15.4%
Call Waiting	15.4%	15.4%
Calling Name	15.4%	15.4%
Calling Number	15.4%	15.4%
ComCall®	15.4%	15.4%
Personalized Ring (1 dependent number)	15.4%	15.4%
Personalized Ring (2 dependent numbers - 1st number)	15.4%	15.4%
Personalized Ring (2 dependent numbers - 2nd number)	15.4%	15.4%
Priority Call	15.4%	15.4%
Remote Access to Call Forwarding	15.4%	15.4%
Selective Call Forwarding	15.4%	15.4%
Simultaneous Call Forwarding	15.4%	15.4%
Speed Calling 8	15.4%	15.4%
Speed Calling 30	15.4%	15.4%
Three Way Calling	15.4%	15.4%

* Some products not available in all jurisdictions.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>DID</u>		
DID (First Block of 100 - Category 1)	15.4%	15.4%
DID (First Block of 10 - Category 1)	15.4%	15.4%
DID (Ea. adl. block of 10 after first 10 - Category 1)	15.4%	15.4%
DID (Ea.adl. block of 100 after first 100 - Category 2)	15.4%	15.4%
DID (Ea.adl. block of 10 assigned over 1st 100 - Category 2)	15.4%	15.4%
DID (with Mutlifrequency)	15.4%	15.4%
DID (with Dual-Tone Multifrequency)	15.4%	15.4%
DID (1st 10 Trunks or access lines)	15.4%	15.4%
DID (11th thru 50th trunk or network access line)	15.4%	15.4%
DID (51st trunk or network access line)	15.4%	15.4%
<u>TRUNKS</u>		
Trunk	15.4%	15.4%
<u>OTHER</u>		
Customer Alerting Enablement	15.4%	15.4%
Hot Line	15.4%	15.4%
Hunting	15.4%	15.4%
Local Operator Assistance Service	15.4%	15.4%
Night Number associated with Telephone Number	15.4%	15.4%
Night Number associated with a Terminal	15.4%	15.4%
Packages	15.4%	15.4%
Promotions (greater than 90 days)	15.4%	15.4%
Telebranch [®]	15.4%	15.4%
Toll Restriction	15.4%	15.4%
TouchTone	15.4%	15.4%
Voice Dial	15.4%	15.4%
Warm Line	15.4%	15.4%
<u>ISDN</u>		
Select Video Plus [®]	15.4%	15.4%
Smart Trunk sm	15.4%	15.4%
<u>DIRECTORY ASSISTANCE SERVICES</u>		
	15.4%	15.4%
<u>TOLL</u>		
IntraLATA MTS	15.4%	15.4%
MaxiMizer 800 [®]	15.4%	15.4%
OutWATS	15.4%	15.4%
Toll Billing Exception	15.4%	15.4%
900 Call Restriction	15.4%	15.4%

* Some products not available in all jurisdictions.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>PLEXAR</u>		
Plexar I	15.4%	15.4%
Plexar II	15.4%	15.4%
<u>PRIVATE LINE</u>		
Analog Private Lines	15.4%	15.4%
MicroLink I®	15.4%	15.4%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus	15.4%	15.4%
Consolidated Billing	15.4%	15.4%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	15.4%	15.4%

* Some products not available in all jurisdictions.

Resale products available subject to state and federal rules, regulations and tariffs.

Proprietary: Not for use or disclosure outside the
SBC Family of Companies except under written agreement.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>EXCHANGE ACCESS LINES</u>		
Residence 1 Party	15.4%	15.4%
Residence Measured	15.4%	15.4%
<u>EXPANDED LOCAL CALLING</u>		
Expanded Local Calling (Mandatory)	15.4%	15.4%
Mandatory Extended Area Calling Service (EACS)- 1 Party	15.4%	15.4%
Mandatory EACS - One element measured, 1 Party	15.4%	15.4%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	15.4%	15.4%
Call Blocker	15.4%	15.4%
Call Forwarding	15.4%	15.4%
Call Forwarding - Busy Line	15.4%	15.4%
Call Forwarding - Busy Line/Don't Answer	15.4%	15.4%
Call Forwarding - Don't Answer	15.4%	15.4%
Call Return	15.4%	15.4%
Call Trace	15.4%	15.4%
Call Waiting	15.4%	15.4%
Calling Name	15.4%	15.4%
Calling Number	15.4%	15.4%
ComCall®	15.4%	15.4%
Personalized Ring (1 dependent number)	15.4%	15.4%
Personalized Ring (2 dependent numbers - 1st number)	15.4%	15.4%
Personalized Ring (2 dependent numbers - 2nd number)	15.4%	15.4%
Priority Call	15.4%	15.4%
Remote Access to Call Forwarding	15.4%	15.4%
Selective Call Forwarding	15.4%	15.4%
Simultaneous Call Forwarding	15.4%	15.4%
Speed Calling 8	15.4%	15.4%
Speed Calling 30	15.4%	15.4%
Three Way Calling	15.4%	15.4%
<u>DIRECTORY ASSISTANCE SERVICES</u>	15.4%	15.4%
<u>ISDN</u>	15.4%	15.4%

* Some products not available in all jurisdictions.

Resale products available subject to state and federal rules, regulations and tariffs.

Proprietary: Not for use or disclosure outside the
SBC Family of Companies except under written agreement.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>OTHER</u>		
Customer Alerting Enablement	15.4%	15.4%
Hot Line	15.4%	15.4%
Local Operator Assistance Service	15.4%	15.4%
Packages	15.4%	15.4%
Promotions (greater than 90 days)	15.4%	15.4%
Preferred Number Service	15.4%	15.4%
Toll Restriction	15.4%	15.4%
TouchTone	15.4%	15.4%
Voice Dial	15.4%	15.4%
Warm Line	15.4%	15.4%
<u>TOLL</u>		
Home 800 sm	15.4%	15.4%
IntraLATA MTS	15.4%	15.4%
Toll Billing Exception	15.4%	15.4%
900 Call Restriction	15.4%	15.4%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus	15.4%	15.4%
Consolidated Billing	15.4%	15.4%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	15.4%	15.4%

* Some products not available in all jurisdictions.

Resale products available subject to state and federal rules, regulations and tariffs.

Proprietary: Not for use or disclosure outside the
SBC Family of Companies except under written agreement.

APPENDIX SS7

APPENDIX SS7

APPENDIX FOR THE PROVISION OF COMMON CHANNEL SIGNALING AND SIGNALING SYSTEM 7 INTERCONNECTION SERVICES

This Appendix sets forth the terms and conditions under which SWBT agrees to provide to LSP certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services, herein referred to as "SS7 IC Service" and under which terms LSP agrees to accept such "SS7 IC Service".

This Appendix only provides for network interconnection to SWBT's STPs, including facilities, and the CCS/SS7 functionality and translations to support certain SS7 services as they become available and as facilities permit. Any services beyond actual network interconnection (e.g. Local and IntraLATA Call Set-Up Signaling, IXC Call Set-Up Signaling, Easy OptionsSM, 800 Data Base Access, and Line Information Data Base (LIDB) Validation Service Access) will be provided by an amendment to this appendix, by a separate agreement, or by tariff, whichever is applicable. Arrangements for any and all SS7 services available from SWBT should be made through the Centralized Network Operations Center of SWBT. The services available are identified on attachments 3, 4 5 and 6 which are attached hereto by reference.

I. SERVICE DESCRIPTION

Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Service (SS7 IC Service) which is available to LSPs for their use in furnishing SS7-based services to their end users or to the end users of another LSP subtending the SSP or STP of the interconnecting LSP, is a Switched Access service which provides dedicated two-way signaling links that interconnect SWBT Signal Transfer Point (STP) locations and LSP Signaling Points at Signaling Point of Interface (SPOI) locations.

The SS7 IC Service provided pursuant to this Appendix consists of the following:

STP Port Termination(s) for LSP signaling. These port terminations will consist of port connection(s) of 56 kbps transmission facilities on SWBT's STP.

STP Interconnection Facility, which is the facility which lies between the multiplexing hub, which demultiplexes the LSP's 56 kbps transmission facility which terminates on SWBT's STP from a DS1 (i.e. 1.544 Mbps) transmission facility, and the STP Port. **STP Access Connection Facility,** which is the facility which lies between the SPOI and the multiplexing hub.

All STP Access Connection Facilities must be 1.544 Mbps and all interconnections between SWBT and LSP at the SPOI shall be 1.544 Mbps. At SWBT's discretion, LSP may utilize a DSO-A channel of an intraLATA DS1 connection, which is in place at the time of ordering, to accomplish the STP Access Connection. **WHEN THIS OPTION IS CHOSEN, LSP UNDERSTANDS AND ACCEPTS THAT THE SERVICE**

PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.

The SS7 IC Service provided is described in SWBT's Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Specifications (TP76638), as amended.

In addition to general ordering, provisioning, and contract administration processes, the SS7 IC Service cannot be established until after Bellcore TR-TSV-000905 and SWBT TP76638 (as amended) Compatibility Testing is successfully completed between the interconnecting LSP and SWBT.

II. DEFINITIONS

Attachment 1, which is attached hereto and made a part hereof, contains **DEFINITIONS OF TERMS** in this Agreement.

III. MANNER OF PROVISIONING

The link facilities to SWBT STPs in the same LATA can be either:

1. "A" Link Sets from LSP's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from LSP's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required, a "quad", between the two pairs of STPs.

At SWBT's option, LSP may utilize a channel of an intraLATA DS1 (1.544 Mbps) facility, which is in place at the time of ordering, for the STP Access Connection between the SPOI and SWBT's multiplexing hub location. **WHEN THIS OPTION IS CHOSEN, LSP UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, LSP must order DS1 (1.544 Mbps) service.

An STP Port Termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.

All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.

Provisioning of the SS7 IC Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (TR-TSV-000905), as amended. The SS7 IC Service cannot be established until Compatibility Testing has been successfully completed between the interconnecting LSP and SWBT.

IV. DESCRIPTION OF RATE ELEMENTS

A. STP Access Connection

The STP Access Connection rate element provides 1.544 Mbps transmission facilities between LSP's SPOI and SWBT's multiplexing hub, and is applicable when a channel from a DS1 facility is not available.

The STP Access Connection charges are calculated according to mileage band. There are two rates that may apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

A nonrecurring charge also applies per STP Access Connection. This charge applies on a first and additional basis.

B. STP Interconnect Mileage

The STP Interconnect Mileage rate element provides the 56 kbps transmission facilities between a designated SWBT multiplexing hub location and the SWBT interconnecting STP.

When LSP utilizes an available channel from a DS1 facility, the STP Interconnect Mileage rate element also applies between the SPOI and SWBT's multiplexing hub.

STP Interconnect Mileage is calculated according to mileage band. There are two rates that apply per band, i.e., a fixed monthly rate per mileage band and a monthly rate per mile.

C. STP Port Termination

The STP Port Termination rate element provides for the termination of the 56 kbps circuit. One STP Port Termination must be installed at SWBT's interconnecting STP for each 56 kbps circuit.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

D. Signaling Point Code

The Signaling Point Code rate element provides for the installation of applicable CCS network signaling point (address) codes. A nonrecurring charge applies per Signaling Point Code installed at each STP.

V. RATES AND CHARGES

The rates and charges for the rate elements described above are listed in Attachment 2, which is attached hereto and made a part hereof.

The rates are based upon rates and charges reflected in SWBT's approved Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective.

Rates and charges for services, functionality and translations available in connection with this service will be addressed in amendments to this Appendix.

Charges for rearrangement of the SS7 IC Service which are not specifically addressed will be determined on an individual case basis.

Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

VI. ORDERING THE SERVICE

When ordering service, LSP will submit a completed "Common Channel Signaling and Signaling System 7 Interconnection Services Order Request Form" to SWBT. This form can be obtained from _____ of SWBT.

VII. RESPONSIBILITIES OF SWBT

A. SWBT is responsible for managing the network and applying protective controls which it can invoke as a result of occurrences including but not limited to failure

or overload of SWBT or LSP facilities, natural disasters, mass calling or national security demands.

- B. SWBT is responsible for meeting service performance standards as outlined in TR-TSV-000905 and TP76638 except as otherwise provided herein.

In the event that SWBT provides special service arrangements under this contract that do not strictly adhere to TR-TSV-000905 and TP76638, **LSP UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.**

- C. SWBT will include with the monthly invoice such data SWBT deems reasonably necessary for LSP to verify the accuracy of the billing it receives from SWBT for the SS7 IC Service.
- D. For billing purposes SWBT will determine the:
- Non-Recurring Charges
 - Recurring Charges
 - Other Charges (as applicable)

for the respective service(s) requested by LSP and provided by SWBT.

VIII. RESPONSIBILITIES OF LSP

- A. LSP is responsible for provisioning the signaling links from its premises to the SPOI(s) in a manner technically acceptable to the SWBT network.
- B. It is the responsibility of LSP to populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to SWBT's network for call processing.
- C. LSP will be responsible for verifying the accuracy of information concerning the services ordered by LSP.
- D. When LSP directly interconnects with SWBT's SS7 network at an STP other than the Kansas City, Missouri Regional STP pair, the SS7 IC Service provided pursuant to this Appendix may be used only for exchange services functionality, and under no circumstance is such service to be utilized in connection with LSP's provision of an interLATA offering. When the LSP directly interconnects with SWBT's SS7 network at the Kansas City, Missouri Regional STP pair, the SS7 IC Service provided pursuant to this Appendix may be used only for exchange and

exchange access services functionality, and under no circumstance is such service to be utilized in connection with LSP's provision of an interLATA offering. LSP may not utilize the SS7 IC Service for SS7 signaling related to an IXC-transported SS7 service.

- E. LSP agrees to work cooperatively and meet with SWBT in order to install the SS7 IC Service in a timely fashion.
- F. LSP shall furnish to SWBT, at the time the SS7 IC Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP Port Termination. The forecast shall include total annual volume and busy hour busy month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements.
- G. LSP agrees to inform SWBT in writing thirty (30) days in advance of any change in its use of such SS7 IC Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by LSP to be forwarded to SWBT's network. LSP will provide in said notice the reason, by individual SS7 service, for the volume change.

IX. CREDITS

Credit will be allowed for interruptions which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. The monthly charge shall be the total of all monthly rate element charges associated with the service.

X. LIABILITY

- A. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the SS7 IC Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time service is restored.
- B. Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits

brought or claimed by third parties, arising out of the use of the SS7 IC Service except for claims resulting from gross negligence or willful misconduct by the indemnifying Party, its employees, agents or contractors in the performance of this Appendix.

- C. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by employees and equipment associated with provision of the SS7 IC Service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this SS7 IC Service.

XI. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise (all hereinafter designated as "Information") furnished to LSP under this Appendix or in contemplation of this Appendix, shall remain SWBT's property. All copies of such information in written, graphic or other tangible form shall be returned to SWBT at SWBT's request. Information shall be kept confidential by LSP in performing under this Appendix and may not be used for any other purposes except upon such terms as may be agreed upon between LSP and SWBT in writing.

XII. TERM OF AGREEMENT

The minimum periods for which the SS7 IC Service is provided, and for which charges are applicable, are:

- A. Initial service of not less than _____ years from the effective date of this contract.

If the Appendix is terminated by LSP prior to the agreed to initial term of _____ years, LSP shall pay SWBT, within thirty (30) days of termination, all amounts due for actual services provided under this Appendix, including estimated monthly charges for the remainder of the original term of the Appendix. Estimated charges will be based on unrecovered costs and actual monthly amounts billed by SWBT through this Appendix, prior to the termination.

- B. After initial service, continuing service for periods of not less than 30 days, until notified to terminate the service. Termination will occur 120 days after notification, and charges will be applicable up to the termination date.

- C. Requests for modification to the terms, conditions, or services offered under this Appendix must be made in writing 90 calendar days in advance of the requested effective date by either Party and shall not become effective unless agreed upon in writing by both Parties.