

## Appendix CNAM

WHEREAS, the LSP is interested in purchasing SWBT's CNAM Service Query service;

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

### 1. Definitions

- A. A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- B. Calling Name Delivery (CNAM) service enables the terminating end-user to identify the calling party by a displayed name before the call is answered. The calling party's name, date and time of the call are retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE).
- C. CNAM Service Query is SWBT's name for the service that allows LSP to query SWBT's Calling Name database for Calling Name information in order to deliver that information to LSP's local subscribers.
- D. Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.
- E. Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.
- F. 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.
- G. Service Control Point (SCP) is a CCS network node where the Calling Name database resides.
- H. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.

- I. Service Switching Point (SSP) means the software capability within a switching point which provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- J. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, LSP or a third party initiating LSP's Calling Name Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- K. Common Channel Signaling (CCS) Network is an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS network.
- L. Signaling System 7 (SS7) is the signaling protocol used by the CCS network.
- M. CNAM Service Query Rate applies to each CNAM Query received at the SCP where a Party's Calling Name database resides.
- N. Query Transport Rate applies to each CNAM Query transported through a Party's interconnecting STP and between the STP and the Calling Name database. SWBT's STP locations shall be provided in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- O. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a Calling Name database for Calling Name information.
- P. Response means an SS7 message which when appropriately interpreted represents an answer to a Query.
- Q. Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

2. **Description of Service**

- A. SWBT shall provide to the LSP access to Calling Name information whenever the LSP's Query-originating end-users initiate a Query from an SSP for such information associated with a call terminating to a CNAM subscriber.

Should the LSP utilize a database other than SWBT's to store CNAM information, LSP agrees to facilitate SWBT access to such information with the database owner.

- B. All Queries to SWBT's Calling Name database shall use subsystem number (the designation of application) value of 0 with a translation type of 5. LSP acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its Calling Name database.
- C. SWBT warrants that it shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. SWBT acknowledges that transmission in said protocol is necessary to provision CNAM Service Query. SWBT warrants that they shall send SS7 Messages which comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with the other Party.
- D. Each Party acknowledges and agrees that the CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of the other Party's CCS/SS7 network. Each Party further agrees that it, in its sole discretion, shall employ certain automatic and/or manual overload controls within its CCS/SS7 network to guard against these detrimental effects. That Party shall report to the other Party any instances where overload controls are invoked due to the other Party's CCS/SS7 network and the other Party agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to initiating service under this Agreement, LSP shall provide to the SWBT an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT determines that it lacks adequate storage or processing capability to provide CNAM Service Query to the LSP, SWBT shall notify the LSP of its intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- F. Upon request, LSP shall update its busy hour forecast each year on October 1 for a period of three years.

**3. Price and Payment**

- A. SWBT shall charge LSP a CNAM Service Query Rate of \$.0115 and a Query Transport Rate as set forth in SWBT's FCC Tariff No. 73 including any revisions to such tariffs thereto for each Query initiated into SWBT's Calling Name database. Additional nonrecurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point

code activation. The applicable nonrecurring charges shall be those included in each SWBT's FCC Tariff No. 73 including any revisions to such tariffs thereto. The per CNAM Service Query rates charged to the LSP hereunder may be increased upon sixty (60) days written notice unless the LSP acts as an agent on behalf of other carriers in which case ninety (90) day written notice shall be given. Upon such notice, the LSP can terminate this Appendix without any termination liability as provided in Section 5(B) of this Appendix. SWBT shall share 25 percent of the charges it receives for such queries with LSP for all CNAM Queries against the LSP's CNAM data as set forth in Appendix LIDB.

- B. SWBT shall be responsible for recording usage information for LSP CNAM Queries terminating to SWBT's Calling Name database. SWBT shall use its SCPs as the source of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.
- C. Based upon the data identified in Paragraph B above, SWBT shall bill the LSP Party for its CNAM Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and the bill must be paid within thirty (30) days of the bill issue date. Late payment charges shall be applied in the amount reflected in SWBT's Tariff FCC No. 73.
- D. Depending on a Party's choice of method for transporting its Queries and responses, a Party may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s), and this Appendix, in no way, shall be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- E. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.C. above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.C. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

4. **Ownership of the Calling Name Information**

- A. Telecommunications companies depositing information in SWBT's Calling Name database retain full and complete ownership and control over such Calling Name information in that Calling Name database. LSP recognizes that any query originator with access to SWBT's LIDB or Calling Name database may also have access to

information deposited by LSP in such database. The querying Party obtains no ownership interest by virtue of this Appendix.

- B. Excluding its own data, each Party agrees that it will not copy, store, maintain or create any table or database of any kind after initiating, and based upon a Response to, a CNAM Query to the other Party's Calling Name database, except as expressly provided in Section 8.
- C. If a Party acts on behalf of other carriers, that Party shall prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind (excluding the Query-originating carrier's customer data) from any Response provided by the other Party after a CNAM Query to a Calling Name database.

**5. Term and Termination**

- A. This Appendix shall become effective pursuant to Section XXVII (Effective Date) of the Agreement and shall continue for three (3) years from the date of implementation of CNAM Service Query (or the equivalent thereof). Thereafter, this Appendix shall remain in effect unless terminated by either party upon written notice given sixty (60) days in advance of the termination date.
- B. Should a Party terminate this Appendix within the first six (6) months of its effective date, each Party agrees to pay the other Party an early termination sum equal to two (2) times the average monthly volume of the terminating Party's CNAM Queries times the recurring rate specified in Section 3(A) of this Appendix. The average monthly volume will be calculated using the previous two (2) months' volume divided by two (2) or, if less than two months, the monthly volume of the first month service was provided.
- C. If at any time during the term of this Appendix a tariff for CNAM Service Query (or the equivalent service thereof) becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Appendix. Under these circumstances, no termination liability as provided in Section 5(B) of this Appendix will apply for either Party.
- D. If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- E. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or LSP to terminate the Appendix, SWBT and LSP shall have no liability to the other in connection with such termination.

**6. Limitation of Liability**

- A. A Party's sole and exclusive remedies against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for CNAM Service Queries.
- B. The remedies in Section 6(A) of this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- C. In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Service Query purchasers.
- D. Calling Name information provided to a Party hereunder shall be provided "as is." The providing Party makes no warranty, express or implied, regarding the accuracy or completeness of the Calling Name information regardless of whose Calling Name information is provided. And, the providing Party shall not be held liable for any actions or omissions arising out of or in connection with the other Party's use of the Calling Name information. Notwithstanding the foregoing, the providing Party warrants that the other Party will be accessing the same Calling Name database for Customer's CNAM Queries as the providing Party accesses for its own Queries.
- E. SWBT is furnishing access to its Calling Name database in order to facilitate the LSP's provision of Calling Name Delivery Service to its end users or to the end users of its Query-originating carrier customers, but not to insure against the risk of completion of a call to a Calling Name Delivery Service subscriber without the display of the name of the caller. While each Party agrees to make every reasonable attempt to provide accurate and current Calling Name information, the Parties acknowledge that Calling Name information is the product of routine business service order activity. Each Party acknowledges that the other Party can furnish Calling Name information only as accurate and current as the information has been provided to that Party for inclusion in its Calling Name database. Therefore, each Party, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to the other Party or to its Query-originating carrier customers, except such inaccuracies caused by the providing Party's willful or wanton misconduct or gross negligence.

The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full

name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, in addition to the limitations of liability set forth in Section 6 of this Appendix, neither Party is liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to the other Party or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from the providing Party's willful or wanton misconduct or gross negligence.

- F. The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. The Parties acknowledge their responsibility to and warrant that they will abide by any indication they receive that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. The Parties agree not to attempt to obtain the caller's name information by originating a Query to the other Party's Calling Name database where the subscriber had attempted to block such information, nor will a Party block information a subscriber has attempted to unblock. Therefore, each Party in addition to the limitations of liability set forth in this Section, are not liable for any failure by the other Party or its Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and each Party agrees to hold the other harmless from and defend and indemnify the other for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the querying Party or its Query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by a providing Party's willful or wanton misconduct or gross negligence.
- G. **IN NO EVENT SHALL A PROVIDING PARTY, ITS AFFILIATES, SUBSIDIARIES OR PARENT CORPORATION, (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC**

**LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF THAT OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. **Communication and Notices**

- A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Provider Service Center (LSPSC). Ordering shall be done through the LSPSC using the form attached hereto Appendix B.

8. **Confidentiality**

- A. **Identification.** SWBT and LSP recognize and acknowledge that, in connection with the services to be provided hereunder, it may disclose to the other party proprietary or confidential customer, technical or business information in written, graphic, oral or other tangible or intangible forms. In order for such information to be considered "**Proprietary Information**" under this Agreement, it must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. **Nondisclosure.** Subject to Sections 8C through 8F, the Party (the "**Receiving Party**") that receives Proprietary Information from the other Party (the "**Disclosing Party**") agrees:
- (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
  - (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Agreement.
  - (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.
  - (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.

- (5) To use such Proprietary Information only for purposes of performing its obligations under this Agreement and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- C. **Required Disclosures.** The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.
- D. **Exceptions.** Notwithstanding anything to the contrary contained in this Agreement, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:
- (1) is already known to the Receiving Party;
  - (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
  - (3) is received from a third party without similar restriction and without breach of this Section 8;
  - (4) is independently developed, produced or generated by the Receiving Party;
  - (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
  - (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.
- E. **Permitted Uses.** Customer shall be permitted to use Proprietary Information obtained through recording the volume of Customer Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.

- F. Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject to all applicable statutes, decisions and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

Attached and incorporated herein are:

- |           |                                  |
|-----------|----------------------------------|
| Exhibit A | - Specifications and Standards   |
| Exhibit B | - LIDB Access Service Order Form |

**Specifications and Standards**

<u>Description of Subject Area and Issuing Organization</u>	<u>Document Number</u>
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer Part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905

APPENDIX CNAM [LIDB]

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:  
(SWBT ID OF CCS/SS7 INTERCONN. SVC.)

\*TWO SIX CODE:

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

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





APPENDIX CNAM [LIDB]

LIDB ACCESS SERVICE ORDER FORM

INSTRUCTIONS

THE LIDB ACCESS SERVICE ORDER FORM CONSISTS OF FOUR PAGES.

PAGE 1 - ALL THE INFORMATION ON THIS PAGE IS FOR ADMINISTRATIVE USE IN ESTABLISHING THE LIDB BILLING ACCOUNT. ALL OF THE INFORMATION IS REQUIRED ON THE INITIAL ORDER. ORDERS SUBMITTED SUBSEQUENT TO THE ESTABLISHED ACCOUNT WILL REQUIRE ONLY THE CUSTOMER'S NAME AND ADDRESS. THE OTHER ENTRIES WILL BE REQUIRED ONLY IF THERE IS A CHANGE TO THE ORIGINAL INFORMATION.

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

1. DESIRED DUE DATE/FIRM DUE DATE - APPROXIMATE NUMBER OF NPA NXXs

\*\*\*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.

APPENDIX CNAM [LIDB]

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.

APPENDIX CNAM [LIDB]

INSTRUCTIONS FOR PAGES 3 & 4 -

LIDB HAS TWO QUERY SERVICES: VALIDATION AND CALLING NAME

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

THE VALIDATION AND CALLING NAME POINT CODES WILL BE ESTABLISHED ON A SINGLE BILLING ACCOUNT. IF THE LIDB CUSTOMER WOULD LIKE SEPARATE BILLING ACCOUNTS, THEN TWO 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 CALLING NAME SERVICE ON A SEPARATE BILLING ACCOUNT, THEN THE LIDB CUSTOMER SHOULD ENTER "NEW BAN (OR SEPARATE BAN) FOR THE LIDB CALLING NAME SERVICE" IN THE BILLING ACCOUNT NUMBER FIELD ON PAGE 2. IN ORDER TO SET UP SEPARATE BILLING ACCOUNTS, THE POINT CODES FOR THE LIDB VALIDATION AND THE LIDB CALLING NAME 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 \_\_\_\_\_

ENTER A CHECK MARK OR AN "X" TO INDICATE WHICH LIDB SERVICE THE ORDER FORM IS REQUESTING TO ESTABLISH OR DELETE. IF BOTH 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.

APPENDIX CNAM [LIDB]

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 FAXED TO YOUR ASSIGNED ICSC. IF YOU DO NOT HAVE AN ASSIGNED ICSC FOR LIDB SERVICES, CALL (210) 377-5555.



**INTERCONNECTION AGREEMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AND**

**WESTERN OKLAHOMA LONG DISTANCE, INC.**

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BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF WESTERN OKLAHOMA	)	
LONG DISTANCE, INC. FOR ARBITRATION	)	CAUSE NO. PUD 960000257
OF UNRESOLVED ISSUES WITH	)	
SOUTHWESTERN BELL TELEPHONE	)	
COMPANY PURSUANT TO §252(b) OF THE	)	ORDER NO.
TELECOMMUNICATIONS ACT OF 1996	)	<b>409306</b>

HEARING: January 17, 1997  
Before Robert E. Goldfield, Arbitrator

APPEARANCES: George M. Makohin, Attorney  
Western Oklahoma Long Distance, Inc.  
Tracy A. Parks, Attorney  
Southwestern Bell Telephone Company  
Rick D. Chamberlain, Assistant Attorney General  
Office of the Attorney General, State of Oklahoma  
John W. Gray, Senior Assistant General Counsel  
Public Utility Division, Oklahoma Corporation Commission

FINAL ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

The Corporation Commission (the Commission) of the State of Oklahoma being regularly in session and the undersigned Commissioners being present and participating, there comes on for consideration and action the request for approval of the interconnection agreement entered into between Western Oklahoma Long Distance, Inc. (WOLD) and Southwestern Bell Telephone Company (SWBT).

On September 3, 1996, Western Oklahoma Long Distance, Inc. (WOLD) filed an application pursuant to §252(b) of the Telecommunications Act of 1996 (the Federal Act) and OAC 165:55-17 requesting the Commission to arbitrate unresolved issues regarding an interconnection agreement between WOLD and Southwestern Bell Telephone Company (SWBT). This matter came on for hearing on the merits on December 2, 1996 pursuant to the procedural schedule ordered previously in this cause in Order No. 405526. On that date, the hearing was continued by agreement of the parties until December 3, 1996.

On that date, counsel for WOLD and SWBT announced that WOLD and SWBT had reached an agreement regarding the resolution of the issues involved in this application. Counsel for WOLD and SWBT further announced that the parties would submit an interconnection agreement on or before December 13, 1996 for approval in this cause by this Commission on or before December 13, 1996. All parties agreed that the Commission could issue its interim order resolving the issues in this arbitration as indicated above. There were no objections to this procedure by any party.

Pursuant to Interim Order No. 407789, the Commission ordered the parties to submit an interconnection agreement on or before December 13, 1996. Pursuant to motion of WOLD with which SWBT concurred, the Commission issued Order No. 408160 dated December 30, 1996 granting the parties an extension of time until January 3, 1997 to submit their interconnection agreement.

On January 3, 1997, the parties submitted the interconnection agreement reflecting the agreement of the parties, together with a Motion for a Procedural Schedule requesting the Commission to set a date for hearing for approval of the Interconnection Agreement. Subsequently, on January 9, 1997 the parties filed a supplement to the Interconnection Agreement, providing Attachments A and B to the Agreement. By Order No. 408615 dated January 16, 1997; the Commission set January 17, 1997 as the date for the hearing on the approval of the Interconnection Agreement.

A hearing was conducted on January 17, 1997, with counsel for WOLD, SWBT, Staff and the Office of the Attorney General present. An exhibit list was circulated among the parties. Counsel for WOLD submitted a signed copy of the Interconnection Agreement, which was admitted without objection.

Counsel for WOLD stated that the Interconnection Agreement entered into between WOLD and SWBT reflected the results of the Commission's decisions and final order in Cause No. PUD 96000218 as to the issues that had been outstanding between WOLD and SWBT. Counsel further announced that the Agreement is non-discriminatory as to any other telecommunications service provider, and requested approval of the Agreement by the Commission.

Counsel for SWBT and Staff counsel concurred in those statements and the request for approval of the Agreement by the Commission. Staff counsel further stated that Staff had reviewed the Agreement and that it was consistent with the requirements of the Commission's rules for approval of interconnection agreements, that the Agreement is consistent with the public interest, convenience and necessity, and that the Agreement is consistent with the pro-competitive aims of the Federal Act and the Commission's rules governing local exchange competition. No party objected to the approval of the Interconnection Agreement.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Commission finds that it has jurisdiction over the above-entitled cause pursuant to 47 U.S.C. §252 (the Federal Act), Article IX, Section 18 of the Oklahoma Constitution, 17 O.S. (1996) Section 131 *et seq.*, and OAC 165:55-17. Further, the Commission finds that the parties have resolved this arbitration as indicated above, and have submitted a signed Interconnection Agreement reflecting the resolution of outstanding issues.

Further, the Commission finds that the Interconnection Agreement is consistent with the public interest, convenience and necessity, that it does not discriminate against a telecommunications service provider not a party to the Agreement, that the Agreement is consistent with the requirements of the Commission's rules for the approval of interconnection agreements, and that the Agreement is consistent with the pro-competitive aims of the Federal Act and the Commission's rules governing local exchange competition.

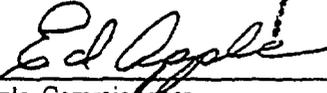
#### ORDER

IT IS THEREFORE THE ORDER OF THE OKLAHOMA CORPORATION COMMISSION that the Interconnection Agreement submitted by WOLD and SWBT is hereby approved.

CORPORATION COMMISSION OF OKLAHOMA

  
Cody L. Graves, Chairman

  
\_\_\_\_\_  
Bob Anthony, Vice-Chairman

  
\_\_\_\_\_  
Ed Apple, Commissioner

DONE AND PERFORMED this 6th day of <sup>Feb.</sup> ~~December~~, 1997.

BY ORDER OF THE COMMISSION:

  
\_\_\_\_\_  
Charlotte W. Flanagan  
Commission Secretary

REPORT OF THE ARBITRATOR

The foregoing Findings and Order are the Report and Recommendations of the Arbitrator.

  
\_\_\_\_\_  
Robert E. Goldfield  
Arbitrator

January 31, 1997  
\_\_\_\_\_  
Date

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF WESTERN OKLAHOMA )  
LONG DISTANCE, INC. FOR ARBITRATION )  
OF UNRESOLVED ISSUES WITH )  
SOUTHWESTERN BELL TELEPHONE )  
COMPANY PURSUANT TO §252(b) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

*File*  
CAUSE NO. PUD 960 000257

**FILED**  
SEP - 3 1996

APPLICATION COURT CLERK'S OFFICE - OKC  
CORPORATION COMMISSION  
OF OKLAHOMA

Western Oklahoma Long Distance, Inc., d.b.a. Dial Tone Savers ("WOLD") respectfully requests this Commission to appoint an arbitrator and to arbitrate an interconnection agreement between WOLD and Southwestern Bell Telephone Company ("SWBT") pursuant to 47 U.S.C. §252(b) of the Telecommunications Act of 1996. In support of its application, WOLD states as follows:

**1. Parties**

Applicant WOLD is an Oklahoma corporation doing business in Oklahoma as Dial Tone Savers. Its principal place of business is at 501 Gary Boulevard, Clinton Oklahoma, 73601.

SWBT is a Missouri corporation, with its principal place of business in Oklahoma located at 800 North Harvey, Oklahoma City, Oklahoma, 73102.

**2. Allegations of Fact**

**A. Introduction**

As this Commission is well aware, the Telecommunications Act of 1996 was passed by Congress in order to enable and promote competition in providing telecommunications

services, especially local exchange services, to the public. That Act imposes certain duties on local exchange carriers such as SWBT, pursuant to §251 and other provisions of the Act, including:

- resale - the duty not to prohibit, and not impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications services;
- number portability - the duty to provide number portability in accordance with prescribed conditions;
- dialing parity - the duty to provide dialing parity to competing local and toll service providers
- number and service parity - the duty to provide to competing providers of services nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;
- access to rights-of-way - the duty to afford access to poles, conduits, ducts, and rights-of-way;
- compensation - the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications;
- negotiation - the duty to negotiate in good faith the particular terms and conditions of agreements to fulfill duties imposed by the Act;
- interconnection - the duty to provide interconnections at least equal in quality to those of the local exchange carrier on rates, terms and conditions that are just, reasonable and nondiscriminatory;
- unbundling - the duty to provide nondiscriminatory access to network elements on an unbundled basis on rates, terms and conditions that are just, reasonable and nondiscriminatory, in such a manner so as to allow the combination of such network elements to provide telecommunications service;
- offer for resale - the duty to offer for resale at wholesale rates any telecommunications services which the local exchange carrier provides to retail subscribers;
- notice of changes - the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using the carrier's