

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of

Application by SBC Communications Inc.,
Southwestern Bell Telephone Company,
and Southwestern Bell Communications
Services, Inc. d/b/a Southwestern Bell Long
Distance for Provision of In-Region,
InterLATA Services in Oklahoma

CC Docket No. 97-121

To: The Commission

**APPLICATION BY SBC COMMUNICATIONS INC., SOUTHWESTERN BELL
TELEPHONE COMPANY, AND SOUTHWESTERN BELL LONG DISTANCE FOR
PROVISION OF IN-REGION, INTERLATA SERVICES IN OKLAHOMA**

APPENDIX - VOLUME III

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**SOUTHWESTERN BELL
OKLAHOMA § 271 APPLICATION**

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SOUTHWESTERN BELL TELEPHONE COMPANY

OKLAHOMA

STATEMENT OF GENERALLY

AVAILABLE TERMS AND CONDITIONS

FILED

JAN 15 1997

IN THE MATTER OF THE APPLICATION
OF SOUTHWESTERN BELL TELEPHONE
COMPANY FOR APPROVAL OF A
STATEMENT OF GENERALLY
AVAILABLE TERMS AND CONDITIONS
PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA

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CAUSE NO. PUD 970 _____

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR APPROVAL
OF A STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS UNDER
THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW Southwestern Bell Telephone Company (Southwestern Bell), by its attorneys, and for its Application for Approval of a Statement of Generally Available Terms and Conditions Under the Telecommunications Act of 1996, states as follows:

I. Parties

The applicant, Southwestern Bell Telephone Company, is authorized to provide telecommunications services in Oklahoma. Additional information regarding this application may be obtained from Southwestern Bell's authorized representative in this proceeding, Roger K. Toppins, General Attorney, 800 N. Harvey, Room 310, Oklahoma City, Oklahoma 73102, telephone number (405) 291-6751.

II. Allegation of Facts

1. Section 252(f) of the federal Telecommunications Act of 1996 (federal Act) and OAC 165:55-17-7(g) provide that Southwestern Bell may file with the Commission a statement of the terms and conditions (STC) that Southwestern Bell generally offers within Oklahoma to comply with the requirements of Section 251 of the federal Act and the regulations thereunder and OAC 165:55-17-7. Both the federal Act and this Commission's

rules permit the STC to take effect or, in the alternative, require the Commission to complete its review of Southwestern Bell's proposed STC within sixty (60) days, unless Southwestern Bell agrees to an extension.

2. Since the passage of the federal Act and the adoption of the Commission's local competition rules in Cause No. RM 95000019, Southwestern Bell has entered into negotiations with 28 or more competitive telecommunications providers in Oklahoma, resulting in agreements to date with at least eight competitors. To date, the Commission has approved interconnection agreements between Southwestern Bell and Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc.,¹ U.S. Long Distance, Inc.² and Dobson Wireless Communications, Inc.³ Negotiations with several other competitive providers are nearly complete and Southwestern Bell expects that applications seeking approval of interconnection agreements with those companies will be filed in the next several weeks.

3. As the Commission is aware, on December 12, 1996, it issued Order No. 407704 in Cause No. PUD 960000218, the arbitration proceeding between Southwestern Bell and AT&T Communications of the Southwest, Inc. (AT&T). That order resolved dozens of disputed issues that remained between Southwestern Bell and AT&T following months of negotiations toward an interconnection agreement.

¹Cause No. PUD 960000256, Order No. 406237.

²Cause No. PUD 960000265, Order No. 408119.

³Cause No. PUD 960000314, Order No. 408123.

4. Included in separate binders labeled Exhibit "A," Volumes I and II, is a copy of Southwestern Bell's proposed STC. It incorporates terms and conditions that have been approved by this Commission, either through the Commission's review and approval of the interconnection agreements discussed in paragraph 2, above, or through the Commission's arbitration decision in Cause No. PUD 960000218, discussed in paragraph 3, above. Because competitive telecommunications providers did not seek to address all provisions of Section 271(c)(2)(B), previously approved interconnection agreements and the arbitration decision in Cause No. PUD 960000218 did not address all such provisions of Section 271(c)(2)(B). Therefore, Southwestern Bell's proposed STC has been supplemented in order to set forth generally available terms and conditions that do address Section 271(c)(2)(B). See Attachment "A," Affidavit of Charles H. Cleek, District Manager-Rates and Industry Relations. Southwestern Bell's proposed STC complies with Section 252(d) and Section 251 and the regulations thereunder.

5. Approval of Southwestern Bell's proposed STC will allow competitive telecommunications providers an opportunity to commence operations in Oklahoma with a minimum of time and expense. Since Southwestern Bell's proposed STC contains terms and conditions that are contained in agreements with other competitors that have already been approved by the Commission and/or reflect the Commission's decision with respect to disputed issues in Cause No. PUD 960000218, new competitors may quickly enter into interconnection agreements based on the STC with the confidence that they are obtaining the most favorable terms and conditions that have been approved by the Commission for other companies. Moreover, new entrants are not limited to accepting the terms and conditions set

forth in Southwestern Bell's proposed STC, once it is approved by the Commission, but are free to negotiate terms and conditions other than those contained in the STC and are free to seek arbitration of disputed issues by this Commission. Southwestern Bell stands willing to meet its duty to negotiate in good faith an interconnection agreement with any carrier, notwithstanding the submission or approval of the STC.

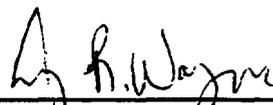
III. Legal Authority

The Oklahoma Corporation Commission has jurisdiction pursuant to Okla. Const., art. 9, § 18, OAC 165:5, 165:55-17-7 and 165:55-17-33 and 47 U.S.C. § 271.

IV. Relief Sought

The applicant seeks an order approving the attached Statement of Terms and Conditions, so that such terms and conditions are generally available to all requesting competitive telecommunications providers in Oklahoma. Until the Commission completes its review of the proposed STC, applicant requests the Commission permit the STC to go into effect pursuant to Section 252(f)(3) of the federal Telecommunications Act of 1996 and OAC 165:55-17-7(g).

SOUTHWESTERN BELL TELEPHONE
COMPANY



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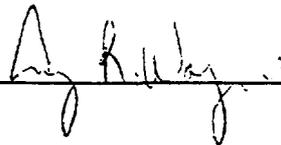
ATTORNEYS FOR SOUTHWESTERN
BELL TELEPHONE COMPANY

CERTIFICATE OF MAILING

On this 15th day of January, 1997, a true and correct copy of the foregoing Application was hand-delivered to:

Larry Edmison, General Counsel
Oklahoma Corporation Commission
Jim Thorpe Building
Oklahoma City, OK 73105

Rick Chamberlain
Office of the Attorney General
112 State Capitol Building
Oklahoma City, OK 73105



BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION)
 OF SOUTHWESTERN BELL TELEPHONE)
 COMPANY FOR APPROVAL OF A)
 STATEMENT OF GENERALLY) CAUSE NO. PUD 970 _____
 AVAILABLE TERMS AND CONDITIONS)
 PURSUANT TO THE)
 TELECOMMUNICATIONS ACT OF 1996)

AFFIDAVIT OF CHARLES H. CLEEK

STATE OF OKLAHOMA)
) ss:
 COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, on the 15th day of January, 1997, personally appeared Charles H. Cleek, District Manager-Rates and Industry Relations of Southwestern Bell Telephone Company ("Southwestern Bell") who, upon being duly sworn on oath, deposed and said the following:

1. My name is Charles H. Cleek. I am over the age of 21, of sound mind and competent to testify to the matters stated herein.

2. I am District Manager-Rates and Industry Relations for Southwestern Bell Telephone Company. In that capacity, I am generally familiar with the laws, rules and regulations relating to the introduction of local exchange competition in Oklahoma, in particular, the federal Telecommunications Act of 1996 ("the Act") and the local competition rules adopted in 1996 by the Oklahoma Corporation Commission ("Commission") in Cause No. RM 950000019.

3. I am also generally familiar with the interconnection agreements between Southwestern Bell and other competitive local exchange service providers that have been approved by the Commission. In particular, I am generally familiar with the terms and conditions of the interconnection agreements: (1) between Southwestern Bell and Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc., which was approved by the Commission in Order No. 406237 in Cause No. PUD 960000256; (2) between Southwestern Bell and U.S. Long Distance, Inc., which was approved by the Commission in Order No. 408119 in Cause No. PUD 960000265; and (3) between Southwestern Bell and Dobson Wireless Communications, Inc., which was approved by the Commission in Order No. 408123 in Cause No. PUD 960000314.

4. I am also familiar with the issues that were arbitrated in the arbitration proceeding involving Southwestern Bell and AT&T Communications of the Southwest, Inc. ("AT&T") in Cause No. PUD 960000218 as well as the Commission's rulings with respect to disputed issues contained in Order No. 407704.

5. I have participated in the development of Southwestern Bell's proposed Statement of Generally Available Terms and Conditions ("STC") that has been filed with the application in the above-captioned cause and am generally familiar with the terms and conditions contained in the STC.

6. To the best of my knowledge and belief, the terms and conditions of Southwestern Bell's proposed STC are consistent with the terms and conditions of the interconnection agreements heretofore approved by this Commission, as more fully described in Paragraph

3 of this Affidavit and are consistent with the rulings made by the Commission in the AT&T arbitration proceeding, more fully described in Paragraph 4 of this Affidavit. To the extent that the interconnection agreements previously approved by the Commission and the Commission's rulings in the AT&T arbitration proceeding did not address all of the provisions of Section 271(c)(2)(B) of the Act, Southwestern Bell's proposed STC, submitted for approval of the Commission in the above-captioned cause, include generally available terms and conditions that do. Southwestern Bell's proposed STC also contains rates approved by the Commission in Cause No. PUD 96000218 which were premised on cost studies provided in that docket and incorporated herein by reference.

7. Southwestern Bell's proposed STC has been developed so that it affirmatively states those terms and conditions upon which Southwestern Bell will make interconnection generally available to competitive local exchange service providers. As such, it is available for inclusion in an interconnection agreement with any competitive local exchange service provider or a provider may initiate negotiations to develop terms and conditions.

8. Although the terms and conditions contained in Southwestern Bell's proposed STC have been developed to be consistent with agreements negotiated with other providers and approved by the Commission and consistent with the Commission's rulings in the AT&T arbitration proceeding, neither the STC nor any individual part of it is intended to be binding on a competitive local exchange provider, unless that provider agrees to include provisions from the STC in an interconnection agreement with Southwestern Bell.

Further affiant sayeth not.

Charles H. Cleeck

CHARLES H. CLEEK
District Manager-Rates and Industry Relations

Subscribed and sworn to before me this 15th day of January, 1997.

Helen L. Scott

NOTARY PUBLIC

My Commission Expires:

8/28/00

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

**IN THE MATTER OF THE APPLICATION)
OF SOUTHWESTERN BELL TELEPHONE)
COMPANY FOR APPROVAL OF A)
STATEMENT OF GENERALLY)
AVAILABLE TERMS AND CONDITIONS)
PURSUANT TO THE)
TELECOMMUNICATIONS ACT OF 1996)**

CAUSE NO. PUD 970 000020

EXHIBIT A

VOLUME I

STATEMENT OF TERMS AND CONDITIONS

AND

APPENDICES

FILED
JAN 15 1997
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CORPORATION COMMISSION
OF OKLAHOMA

**STATEMENT OF TERMS AND CONDITIONS -
OKLAHOMA**

Statement of Terms and Conditions - Oklahoma
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**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS UNDER SECTIONS 251
AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Statement of Generally Available Terms and Conditions (STC) is filed pursuant to Section 252(f) of the Telecommunications Act of 1996 (Act) with the Oklahoma Corporation Commission (OCC) to document and describe the terms and conditions that Southwestern Bell Telephone Company (SWBT) generally offers within the State of Oklahoma to comply with the requirements of Sections 251 and 252 of the Act and the rules implementing such sections, as provided for in Part 1, subpart 2, Part 51, subpart C, D, F, G and H, Part 52, subparts A and B of Title 47 of the Code of Federal Regulations (the Rules).

At the present time, the Rules implementing the Act are subject to pending judicial and regulatory reviews.¹ Notwithstanding the pendency of such review, this STC is in compliance with the FCC's Rules as adopted and as in effect and SWBT will comply with any Rules as revised and that take effect. Accordingly, as more fully described in Section XXII, Compliance with Laws, this STC is subject to change to comply with any amendment of the Act or any legislative, regulatory or judicial order, rule or other legal action applicable to the rights and obligations described in this STC.

This STC describes the terms and conditions generally offered by SWBT to meet its duties as provided for in Sections 251 and 252 (d) of the Act and the Rules thereunder. This STC does not itself constitute a binding agreement. Nor is it intended to function as the equivalent of a tariff. Additionally, the submission and approval of this STC and any revisions thereto is not intended to relieve SWBT of its duty to negotiate the terms and conditions of an agreement upon the request of any telecommunications carrier, pursuant to provisions of Section 252.

Requesting carriers (LSPs) have a variety of contractual options available to them. First, they may request to enter into an agreement with SWBT that will contain terms and conditions from this

¹ See Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, released August 8, 1996 and Second Report and Order and Memorandum Opinion released August 8, 1996. SWBT is one of the parties seeking judicial review of the FCC's Local Competition Interconnection Regulations. See *Iowa Utilities Board et al. v. Federal Communications Commission*, No. 96-332 and consolidated cases (8th Cir). SWBT believes in a number of areas the FCC's rules are in conflict with the Act, are unconstitutional in their application, and are otherwise subject to being reversed on appeal. In the event of any amendment of the Act or any legislative, regulatory, judicial order, rule or regulation, or other legal action that revises or reverses the Act, the FCC's Orders in FCC Docket Nos. 96-98, 95-185 and 96-115 or any other applicable FCC or arbitration award purporting to apply the provisions of the federal Act, SWBT reserves all of its rights and remedies, including those to amend, alter or revise its proposals in this case.

STC. Such an agreement would then be subject to the state approval process provided for negotiated agreements. Second, they may request a carrier-specific agreement through negotiation and, if required, arbitration. Finally, they may request interconnection under the terms and conditions of other agreements which have been approved by the OCC, in accordance with the provisions of Section 251(i) of the 1996 Act.

I. Definitions

Definitions of the terms used in this STC are listed in Appendix DEFINE, attached hereto and incorporated by reference.

II. Network Interconnection Architecture

The Parties shall provide for interoperation of their networks as stated below:

A. Parties shall interconnect their facilities as follows:

1. LSP shall interconnect with SWBT's facilities as follows:

- a. In each SWBT exchange area in which LSP chooses to offer local exchange service, LSP, at a minimum, will interconnect its network facilities to (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) subtending that local tandem(s). SWBT End Offices ("EO") and tandems through which LSP will terminate its traffic will be called Designated Connecting Offices ("DCOs") and shall be identified in Appendix DCO attached hereto and incorporated herein by reference. As LSP initiates exchange service operations in additional SWBT exchange areas, SWBT and LSP shall agree upon additional DCOs in each new exchange area. LSP agrees that if SWBT establishes additional tandems in an exchange area within which LSP offers local exchange service, LSP will interconnect to the additional tandems.
- b. Interconnection to a SWBT local tandem(s) will provide LSP local access to the SWBT end offices and NXX's which subtend that tandem(s), and to other LSPs and LECs [subject to Section XII (Other Obligations of LSP)] which are connected to that tandem(s). Interconnection to a SWBT end office(s) will provide LSP access only to the NXX's served by that individual end office(s) to which LSP interconnects.

- c. Interconnection to a SWBT access tandem will provide LSP interexchange access to SWBT, Interexchange Carriers (IXCs), LECs and CMRS providers [subject to Section XII (Other Obligations of LSP)] which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide LSP access to SWBT's end offices with the same functionality described in (b) above.
 - d. Where LSP requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911) additional DCOs or special trunking will be required for interconnection to such ancillary services.
 2. SWBT shall interconnect with LSP's facilities under terms and conditions no less favorable than those identified in Section A, Paragraph 1, above, at points to be designated in Appendix DCO.
 - B. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties will use the following interconnection method for each tandem and EO identified in Appendix DCO. Technical parameters, descriptions and charges for that method are defined or referenced, as appropriate, in Appendix NIM (Network Interconnection Methods), which is attached hereto and made a part hereof.
 1. SWBT will provide to LSP at LSP's request, virtual collocation at the same rates, terms, and conditions as FCC 73, Section 25.
 2. SWBT will provide to LSP at LSP's request, physical collocation under the same terms and conditions available to similarly situated carriers at the time of such request and in a manner consistent with OCC Cause No. PUD 960000218.
 3. SWBT will provide LSP, at LSP's request, SONET Based Interconnection (SBI) pursuant to SWBT's tariff terms and conditions.
 4. Other interconnection methods, including meet point interconnection, as described in Appendix NIM, or further interconnection methods as negotiated by the parties, which interconnect LSP's and SWBT's networks (1) for the transmission and routing of telephone exchange traffic, exchange access traffic, or both; (2) at any technically feasible point within SWBT's network including: (i) the line-side of a local switch; (ii) the trunk-side of a local switch; (iii) the trunk interconnection points for a tandem switch; (iv) central office

cross-connect points; (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases; and (vi) the points of access to unbundled network elements; (3) that is at a level of quality that is equal to that which SWBT provides itself, a subsidiary, an affiliate, or any other party. If LSP requests, and to the extent technically feasible, SWBT shall negotiate interconnection that is superior or lesser in quality to that provided by SWBT to itself or to any subsidiary, affiliate, or any other party to which the incumbent LEC provides interconnection.

- C. In addition, the Parties agree to follow the interconnection and trunking requirements listed in Appendix ITR, which is attached hereto and made a part hereof. Upon the request of LSP, and if technically feasible, SWBT shall negotiate the terms to accommodate specific two-way trunking needs of LSP.
- D. The Parties shall identify the V&H coordinates for each Point of Interconnection (POI). An attachment in the format of Appendix DCO which shall identify the specific interconnection points agreed upon by the Parties is attached hereto and incorporated herein by reference.
- E. To the extent a Party provides only one switching facility in an exchange, such facility shall be treated as an end office for compensation purposes.

III. Compensation for Delivery of Traffic

For purposes of compensation under this STC, the telecommunications traffic traded between the Parties shall be classified as either Local traffic, Through-put traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange. The Parties agree that, notwithstanding the classification of traffic under this STC, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

Calls originated by one Party's end users and terminated to the other Party's end users shall be classified as local traffic under this STC if the call originates and terminates in the same SWBT exchange area (for illustrative purposes as defined and described in SWBT tariffs), or originates and terminates within different SWBT exchanges which share a common mandatory local calling scope. Calls not classified as local under this STC shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree that they shall include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection. Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

Where the originating calling number is not transmitted, the highest compensation rate under this Section shall apply. Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section XXI (Verification Reviews). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls.

Appendix CELLULAR, which is attached hereto and incorporated herein by reference sets forth the terms and conditions under which the Parties will distribute revenue for mobile to land line traffic terminating through the Parties' respective wireline switching networks within a LATA. However, if one Party enters into an interconnection agreement with a CMRS provider as defined by the Act in Section 252(b)(1), Appendix CELLULAR shall no longer be applicable between the Parties with respect to such CMRS providers, and the other party shall be obligated to enter into an agreement with such CMRS provider for the termination of cellular to landline traffic.

The Parties shall pay the throughput rate to the other Party for calls that originate on one Party's network and are sent to the other Party for termination to a CMRS provider's network as long as such traffic can be identified as cellular traffic.

When traffic is originated by either Party to a CMRS provider, and the traffic cannot be specifically identified as Cellular traffic for purposes of compensation between SWBT and LSP, the traffic will be rated either as Local or Access to the transiting Party. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for such traffic.

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. Reciprocal Compensation for Termination of Local Traffic

1. Applicability of Rates:

- a. The terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.