

APPENDIX 911

Appendix 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Appendix between SWBT and LSP sets forth the terms and conditions upon which SWBT will provide the LSP's connection to E911 Universal Emergency Number Service.

I. Definitions

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

- A. E911 Universal Emergency Number Service, also referred to as Expanded 911 Service or Enhanced 911 Service - a telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- B. E911 Universal Emergency Number Service customer - a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- C. Public safety answering point (PSAP) - an answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- D. Centralized Automatic Message Accounting (CAMA) trunk - a trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 customer calls from switch to the E911 Network.
- E. Automatic number identification (ANI) - feature that automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office

from which it is switched to the public safety answering point (PSAP) and is displayed at an attendant position console.

- F. Automatic location identification (ALI) - feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- G. Selective routing (SR) - feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- H. Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features of E911 service.

II. Responsibilities

- A. SWBT shall provide and maintain such equipment at the E911 Control Office and the DBMS as it determines is necessary to perform the E911 services set forth herein. This shall include some or all of the following:
 - 1. Transporting the E911 calls from the LSP's exchanges listed in Exhibit I (attached hereto and made a part hereof) to the Control Offices of the E911 System.
 - 2. Switching the E911 calls through the Control Office(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.
 - 3. Storing the names, addresses (or central office identification codes if ANI is not available), and associated telephone numbers from the LSP's exchanges in the electronic data processing database for the E911 DBMS. The LSP is responsible for downloading and updating this information.
 - 4. Transmission of the ANI and ALI information (or central office identification codes if ANI is not available) associated with the LSP's end users accessing E911 service to the PSAP for display at an attendant position console.
- B. SWBT shall provide and maintain sufficient dedicated E911 circuits, according to provisions of the E911 tariff and specifications of the E911 customer.

- C. SWBT shall provide LSP with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.
- D. SWBT shall provide LSP with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Exhibit I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS." SWBT shall also provide LSP additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Exhibit I. In addition, SWBT shall provide LSP with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document, for each file downloaded by LSP to SWBT's DBMS, so that LSP may ensure the accuracy of the end user records.
- E. The LSP shall connect its switches to the E911 network by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls.
- F. At a reasonable time prior to establishment of E911 Service, the LSP shall download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 Service and shall promptly notify SWBT in writing of any changes to be made in such records. LSP shall adopt and comply with operating methods applicable to downloading and maintaining LSP's end user records in SWBT's DBMS, as set forth in the document referenced in Section II.D.
- G. LSP acknowledges that its end users in a single local calling scope may be served by different PSAPs, and LSP shall be responsible for providing facilities to route calls from its end users to the proper E911 Control Office(s).

III. Methods and Practices

With respect to all matters covered by this Appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariff, and rules and regulations of the FCC and the Oklahoma Corporation Commission, that apply to the provision of E911 Service.

IV. Contingency

- A. The parties agree that the E911 service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and

the LSP. The terms and conditions of this Appendix represent a negotiated plan for providing E911 service, for which the LSP must obtain documentation of the E911 Customer's approval. LSP shall provide such documentation to SWBT prior to use of the LSP's E911 connection for actual emergency calls. Such documentation shall be attached hereto as Exhibit III.

- B. The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Appendix.

V. Basis of Compensation

- A. Compensation to SWBT for provision of connection to E911 Service provided hereunder shall be based upon the charges set forth in Exhibit II, BASIS OF COMPENSATION, and applied as specified in Exhibit I, EXCHANGES AND CONFIGURATIONS.
- B. For computation in Exhibit II, during the initial year that SWBT provides LSP connection to E911 service, the number of access lines in each involved exchange of the LSP as shown in Exhibit I shall be counted as of the first day of January, and the number so obtained shall be used in computing compensation under this Appendix until the end of the 1st Quarter of the current year. A new count of access lines, as of the first day of April (2Q), July (3Q) and October (4Q), will be used in the computation of compensation under this Appendix for that Quarter. At the end of the first full year, a new count of access lines will be made and it shall be used for the second full year. For each succeeding year, a new count of access lines, as of the first day of January, shall be used in the computation of compensation under this Appendix for that year.
- C. Charges shall begin on the date connection to E911 Service commences.

VI. Monthly Billing

SWBT will render to the LSP monthly statements in advance, showing the amounts determined as provided in Section V above, and LSP will make payment in full within thirty (30) days from the date of the bill.

VII. Liability

- A. SWBT shall not be liable to the LSP, its end users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions,

defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SWBT has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the LSP until service is restored.

- B. The LSP agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other action, or any liability whatsoever, except for claims arising from SWBT's own negligence or other wrongful act, arising out of SWBT's provision of services hereunder or out of the LSP's end users' use of the E911 Service, whether suffered, made, instituted or asserted by the LSP, its end users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the LSP, its end users or others.

- C. The LSP also agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except which arise out of the negligence or other wrongful act of SWBT.

VIII. Mutuality

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

APPENDIX 911
EXHIBIT I

APPENDIX 911

EXHIBIT II

BASIS OF COMPENSATION

Attached to and made a part of the Appendix 911 between LSP and SWBT serving in Oklahoma.

- A. The following compensation amounts shall be due SWBT for the provision of services under the above-mentioned Appendix for the LSP exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification	As listed in Appendix Pricing Schedule	As listed in Appendix Pricing Schedule
Combined Automatic Number Identification and Selective Routing	As listed in Appendix Pricing Schedule	As listed in Appendix Pricing Schedule
Combined Automatic Number and Automatic Location Identification	As listed in Appendix Pricing Schedule	As listed in Appendix Pricing Schedule
Combined Automatic Number, Automatic Location Identification, and Selective Routing	As listed in Appendix Pricing Schedule	As listed in Appendix Pricing Schedule

- B. The following trunking charges shall be due SWBT for each 911 tandem to which LSP connects.

Monthly Recurring

As listed in Appendix Pricing Schedule

Nonrecurring

As listed in Appendix Pricing Schedule

APPENDIX 911

EXHIBIT III

DOCUMENTATION OF E911
CUSTOMER'S APPROVAL

EXHIBIT I to APPENDIX 9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch Name & Addr.	Switch Type	LSP NPA/NXX(s) included
			CLLI Code	# 9-1-1 Trunks Requested
E9-1-1 Manager	LSP Telco ID		"Connect Signal" Digits ⁽²⁾	"Default" PSAP
			1 - 1	
Database Administrator		Estimated # of EAAs	ETST Code	
	LSP Service Area Definition:			
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		PSAPs INCLUDED IN	COMMUNITY	E9-1-1 CUSTOMER and
CLLI Code:		9-1-1 SERVICE PLAN	for MSAG PULL ⁽³⁾	AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:		Monthly		
FOOTNOTES: (1)				
(2)				
(3) MSAG will only include addresses within SWBT exchanges, unless specifically stated otherwise.				
(4) Refer to network interface specifications in Exhibit III.				
TYPE of AGENCY LEGEND:				
HRC		= Home Rule City		
ECD		= Emergency Communications District		
COG		= Council of Governments or Regional Planning Commission		
GLC		= General Law City		
Cnty		= County with special provisions (only applies to Dallas County)		
				Date Prepared

APPENDIX CH

Appendix CH (Clearinghouse Settlement Report)

I. Clearinghouse Description

SWBT operates a clearinghouse for the purpose of facilitating the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT.

II. Qualifying Message Criteria

The only toll call messages that qualify for submission to SWBT for clearinghouse processing are (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC's or LSP's exchange, exclusively carried by a LEC or LSP over LEC or LSP facilities and billed to a customer located in another LEC's or LSP's exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or LSP over LEC or LSP facilities, and billed to a customer located in another LEC's or LSP's exchange and not in the originating State.

III. Responsibilities of the Parties

- A. LSP agrees that it will provide SWBT with billing records for clearinghouse processing that are in an industry standard format acceptable to SWBT and at a minimum shall display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Appendix, these records ("Clearinghouse Records") shall detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or LSP exchange but are to be billed to an end user in another LEC or LSP exchange. Such records are referred to as category 92 records for clearinghouse processing purposes. Also, the term "Record" shall mean the call detail attributed to a single completed toll message.

LSP agrees that all Clearinghouse Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's clearinghouse. LSP shall retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for clearinghouse processing, if needed.

- B. SWBT shall provide and maintain such systems as it believes are required to furnish the clearinghouse service described herein. SWBT, in its capacity as operator of the

clearinghouse, agrees to retain all Records processed through the clearinghouse for two (2) years.

- C. LSP shall timely furnish to SWBT all clearinghouse records required by SWBT to provide the clearinghouse service in accordance with the Technical Exhibit Settlement Procedures (TESP). SWBT shall provide the clearinghouse service in accordance with the TESP unless mutually agreed otherwise in writing.
- D. Presently, in operating the clearinghouse, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle clearinghouse messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity. If NXX codes cannot be solely relied upon to identify messages for transmission to participating billing companies, and if additional processing is needed by SWBT to identify the participating billing company, LSP agrees to compensate SWBT for such additional processing at a reasonable per message rate to be set by SWBT.

IV. Processing Charge

LSP agrees to pay SWBT a processing charge in consideration of SWBT's performance of clearinghouse services. This charge is per originated Clearinghouse Record processed on behalf of LSP and is listed in Appendix PRICING SCHEDULE.

V. Billing Charge

LSP agrees to pay a per message charge to the LEC or LSP responsible for billing the message, including SWBT when SWBT bills the message, as listed in Appendix PRICING SCHEDULE.

VI. Settlement Report

SWBT shall issue monthly reports containing the results of the processing of Clearinghouse Records to each participating LEC and LSP. These reports list the (a) amounts owed by the LSP for billing messages originated by others; (b) amounts due to LSP for LSP-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

VII. Delayed or Lost Messages

The Parties agree that processing of retroactive messages through the Clearinghouse is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section II. The Parties agree that lost messages are the complete responsibility of the originating LEC or LSP. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or LSP

will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. These estimates will be off-line calculations (i.e., not part of the routine clearinghouse processing) and will be included as a supplement to the monthly settlement report.

VIII. Limitation of Liability

By agreeing to operate the clearinghouse, SWBT assumes no liability for any LEC or LSP's receipt of appropriate revenues due it from any other entity. LSP agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Appendix.

LSP agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of this Appendix.

SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of processing charges made for the clearinghouse services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

IX. Disclaimer of Warranties

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

APP. HOST

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This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for LSP for (1) the provision of billable message data and/or access usage data received from such LSP for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS) or (2) billable message data and/or access usage data received from other Local Exchange Carriers or from CMDS to be distributed to such LSP. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an LSP that is a Full Status Revenue Accounting Office (RAO) company.

I. Definitions

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a Local Exchange Carrier to bill access to an Interexchange Carrier.
- B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or Local Exchange Carrier within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.
- C. Billable Message Record - a message record containing details of a completed call which has been carried by a Local Exchange Carrier over Local Exchange Carrier facilities and is to be used to bill an end user.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.
- E. Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.
- F. Full Status Revenue Accounting Office (RAO) - an LSP that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.
- G. In-Region Hosting - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate in a region and are delivered by the LSP to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another

Local Exchange Carrier to be delivered to the LSP for billing to its end user located within the five state territory of SWBT.

- H. Out-of-Region Hosting - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate out of region and are delivered by the LSP to SWBT and are to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another Local Exchange Carrier to be delivered to the LSP for billing to its end user located outside SWBT's five state territory.
- I. Non-Full Status Revenue Accounting Office (RAO) - An LSP that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

II. Responsibilities of the Parties

- A. All data forwarded from LSP must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The LSP is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The LSP acknowledges that the only message records subject to this Hosting Appendix are those that arise from Local Exchange Carrier transported billable messages and/or access usage records to be used by a Local Exchange Carrier for the purpose of billing access to an Interexchange Carrier.
- B. When LSP delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the LSP, perform edits required to ensure message detail and access usage records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If LSP is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an LSP location, SWBT will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing LSP location.
- D. When out of region hosting is being performed by SWBT, SWBT will provide, upon request of the LSP, optional standardized reports that can be used by the LSP to track

any billable message data and/or access usage data that does not qualify for settlement within the existing nationwide settlement systems (i.e., BCC CATS, BEARS). These reports are referred to as Non-Intercompany Settlement (ICS) Tracking Reports.

III. Basis of Compensation

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from the LSP and destined for delivery to another location for billing, at the rates listed in Appendix PRICING SCHEDULE.

As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the LSP, at the rate listed in Appendix PRICING SCHEDULE.

SWBT is participating in the development of a Non-Intercompany Settlement report. Once developed, SWBT will make it available to LSP at a per monthly charge. LSP, at its option, can obtain the report from SWBT by agreeing to pay the monthly charge.

IV. Monthly Billing

Billing statements detailing charges for services provided by SWBT will be rendered monthly by SWBT to the LSP. Remittance in full by the LSP will be made within 30 days of the billing date.

V. Liability

- A. Any failure to populate accurate information in accordance with Section II.A. will be the responsibility of the LSP.
- B. SWBT will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.
- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable

under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- E. The LSP agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users. The LSP shall defend SWBT against all end user claims just as if LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this 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 service.

VI. Disclaimer of Warranties

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

APP. RECORDING

APPENDIX RECORDING

Appendix RECORDING

RECORDING, MESSAGE PROCESSING AND PROVISION OF INTEREXCHANGE CARRIER TRANSPORTED MESSAGE DETAIL APPENDIX

This Appendix sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in total in Exhibit I, **SERVICES AND ASSOCIATED CHARGES**, and those services specifically selected by LSP as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION**, at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**, and Exhibit IV, **PROVISION OF AUR SOURCE INFORMATION**. Exhibits I, II, III, and IV are attached hereto and made a part of this Appendix by reference.

I. Definitions

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

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- B. Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- C. Billable Message - a message record containing details of a completed IXC transported call which is used to bill an end user.
- D. Billing Company - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- E. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- F. Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- G. Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee.