

APPENDIX DAL

Appendix DAL

MUTUAL LICENSE AND COMPENSATION AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS

This appendix contains the terms and conditions under which SWBT and LSP agree to the mutual licensing of subscriber listing information, as follows:

PREAMBLE

1. SWBT and LSP each own and maintain databases containing the subscriber listing information (name, address and published telephone number, or an indication of "non-published status") of their respective telephone subscribers.
2. SWBT uses the subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
3. Inasmuch as SWBT provides DA service under contract for other Local Exchange LSPs (LECs), SWBT's databases also contain subscriber listing information for other LEC end users.
4. LSP wishes to provide DA service to its end users located in the LSP's service area, and therefore, wishes to load its databases with subscriber listing information pertaining to SWBT's subscribers residing in LSP's service area.
5. In order to maintain the completeness of its DA databases and its DA service, SWBT wishes to receive from LSP subscriber listing information pertaining to LSP's end users residing in SWBT's service area.
6. Now therefore, in consideration of these premises, SWBT and LSP agree to license to each other certain subscriber listing information contained in each party's database, under the following terms and conditions:

I. Service Provided

SWBT and LSP shall license to each other the subscriber listing information of their end users for the exchanges listed in Attachment A (SWBT exchanges) and Attachment B (LSP exchanges). With respect to SWBT listings, SWBT will be referred to as "Licensor" and LSP will be referred to as "Licensee." With respect to LSP listings, LSP will be referred to as "Licensor" and SWBT will be referred to as "Licensee."

In the case of end users who have non-published listings, Licensor shall provide to Licensee the end user's name and address and an indicator that shows the nonpublished status of the listing. Licensor shall not provide the non-published end user's telephone number.

Should a Licensee's end user DA customer request a nonpublished listing and indicate that an emergency situation exists, the Licensor shall attempt to contact their nonpublished subscriber and relay the calling party's name and number to this customer. (Non-Published Emergency Message Service) At least two attempts shall be made to deliver this information to the nonpublished customer. This service shall be provided through SWBT's and the LSP's Inward Operators, using the appropriate Inward Operator dial codes.

Licensor shall provide to Licensee published subscriber listing information contained in Licensor's database pertaining to subscribers of all LECs and LSPs that have granted Licensor written authorization to release such subscriber listing information to the Licensee.

Licensor and Licensee shall exchange subscriber listing information in a mutually acceptable format.

The Parties agree to request from Independent Telephone Companies (ITCs) and LSPs with whom they currently have agreement, and commit to request in future directory assistance listing negotiations with ITCs and LSPs, written authorization which would allow one Party to provide to the other Party published listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing voice directory assistance services.

LSP authorizes SWBT to provide published listing information pertaining to LSP's facility-based end user customers to all directory assistance providers including other LSPs and ITCs requesting such listing information. SWBT agrees to notify LSP in each instance where listing information is provided to a directory assistance provider.

The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release, their respective published subscriber listing information, SWBT will notify LSP of such failure or denial and will provide LSP with the name of the ITC or LSP. In that case, LSP agrees to deal directly with the ITC or LSP.

II. Use of Subscriber Listing Information

Licensee may use the subscriber listing information licensed and provided pursuant to this Appendix for the sole purpose of providing traditional DA services.

Upon termination of the Appendix, Licensee shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by Licensor, and shall promptly return such subscriber listing information to Licensor.

III. Assignment

The subscriber listing information shall remain the property of the Licensor. The Licensee shall not sublicense, assign, sell or transfer the subscriber listing information licensed hereunder, nor shall the Licensee authorize any other company or any person to use the subscriber listing information for any other purpose. Each Party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

IV. Breach of Contract

In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fifteen (15) days notice, until the other Party's breach is remedied. Upon such termination of license rights, the breaching Party shall immediately cease use of the subscriber listing information.

V. Liability

Neither Party makes any express or implied warranties whatsoever regarding the correctness of the subscriber listing information provided to the other Party. Neither Party will be held liable for any errors or omissions in or arising out of the other party's use of such information; provided, however, that each Party warrants that the subscriber listing information it licenses to the other Party shall be identical to the data it uses to provide DA service.

Licensee hereby releases the Licensor from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Appendix, or by reason of delay in providing the subscriber listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

Licensee shall indemnify, protect, save harmless and defend the Licensor (or Licensor's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to Licensor supplying subscriber listing information, or any actual error or omission. Licensee shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Licensee and Licensor, and/or against Licensor alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, the Licensor may, at its option, assume and undertake its own defense, or assist in the defense of the Licensee, in which event the Licensee shall reimburse Licensor for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Licensee shall not enter into any settlement of any such demand, claim or suit without the prior written consent of the Licensor.

VI. Term of Contract

This Appendix shall continue in force until terminated by 120 days prior written notice by either Party to the other.

VII. Compensation

Licensee shall compensate the Licensor for the reciprocal licensing of subscriber listing information at a price per listing as shown in Appendix Pricing Schedule.

Licensee shall compensate the Licensor for Non-Published Emergency Message Service at a mutual price to be negotiated.

APPENDIX DAL

SWBT EXCHANGES (Oklahoma)

APPENDIX DAL

LSP EXCHANGES (Oklahoma)

APPENDIX UNE
(Unbundled Network Elements)

Appendix UNE (UNBUNDLED NETWORK ELEMENTS)

1.0 Introduction

This Appendix UNE (Unbundled Network Elements) to the Statement of Terms and Conditions (STC) sets forth the unbundled Network Elements that SWBT agrees to offer to LSP. The specific terms and conditions that apply to the unbundled Network Elements are described below. The prices for Network Elements are set forth in Appendix PRICING SCHEDULE.

2.0 General Terms and Conditions

2.1 SWBT and LSP may agree to connect LSP's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by LSP of a Telecommunications Service. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.

2.2 SWBT will provide LSP access to the unbundled Network Elements to permit LSP to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by LSP for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this STC will be made in accordance with the Bona Fide Request process described in section 2.16.

2.2.1 LSP is responsible to designate each network element being ordered from SWBT and how those network elements are to be combined. Where multiple SWBT network elements are to be combined, LSP must designate the order in which the elements are to be connected. Where SWBT network elements are to be connected to another carrier's network element(s), LSP will designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier.

2.3 When LSP orders unbundled network elements, SWBT will perform the functions necessary to combine unbundled network elements in any manner required by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is (a) technically feasible; and (b) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network as provided in FCC Rule § 51.315 (c).

2.4 Various subsections below list the Network Elements that LSP and SWBT have

identified as of the Effective Date of this STC. SWBT will upon request of LSP and to the extent technically feasible provide LSP additional Network Elements or modifications to previously identified Network Elements for the provision by LSP of a Telecommunications Service. Such requests will be processed in accordance with the Bona Fide Request process.

- 2.4.1 Unbundled Network Elements are provided under this STC over such routes, technologies, and facilities as SWBT may elect at its own discretion. If LSP requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.
- 2.5 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by LSP through the use of those elements.
- 2.6 Where unbundled elements provided to LSP are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The LSP agrees to relinquish control of any such unbundled element concurrent with the disconnection of a LSP's end user's service.
- 2.7 The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR § 51.319 if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to LSP on an unbundled basis, and LSP could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service LSP seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.
- 2.8 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.9 Network elements provided to LSP under the provisions of this Appendix will remain the property of SWBT.
- 2.10 SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, LSP may request and, to the extent required by law and as SWBT may otherwise agree, SWBT may provide Network Elements through the Bona Fide Request process.
- 2.11 The elements provided pursuant to this STC will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments

appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.12 LSP's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if LSP violates this provision, provided that such termination of service will be limited to LSP's use of the element(s) causing the violation.

2.13 When converting a SWBT account to an LSP account or between LSP and another provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account.

2.14 Performance of Network Elements

2.14.1 Each Network Element provided by SWBT to LSP will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion. LSP may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Bona Fide Request process.

2.14.2 Nothing in this STC will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. LSP will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.15 LSP will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in section 2.14.

2.16 Bona Fide Request

Sections 3 - 11 below identify specific unbundled Network Elements and provide

the terms and conditions on which SWBT will offer them to LSP. Any request by LSP for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Bona Fide Request process. Where facilities and equipment are not available, LSP may request and SWBT may agree to provide, Network Elements through the Bona Fide Request process.

- 2.16.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.16.2 A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.16.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 2.16.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Bona Fide Request.
- 2.16.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the federal Telecommunications Act of 1996 (the Act).
- 2.16.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 2.16.7 Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.16.8 As soon as feasible, but not more than ninety (90) days after its receipt of

authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

- 2.16.9 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 2.16.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Oklahoma Corporation Commission pursuant to Section 252 of the Act.

3.0 Network Interface Device (NID)

- 3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.
- 3.2 LSP may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by LSP will be performed by SWBT based on time and material charges
- 3.3 LSP will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.
- 3.4 With respect to multiple dwelling units or multiple-unit business premises, LSP will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- 3.5 The SWBT NIDs that LSP uses under this Appendix will be those installed by SWBT to serve its customers.
- 3.6 LSP will not attach to or disconnect SWBT's ground. LSP will not cut or disconnect SWBT's loop from its protector. LSP will not cut any other leads in the NID. LSP will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. LSP will tighten all screws or lugs loosened by LSP in the NID's enclosure and replace all protective covers.

4.0 Local Loop

- 4.1 A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.
- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix PRICING SCHEDULE the following:
 - 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
 - 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
 - 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
 - 4.2.4 The 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.3 LSP may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning pursuant to the Bona Fide Request process set forth herein.
- 4.4 If LSP requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to LSP. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of LSP's request notify LSP of the lack of available facilities. LSP may request alternative arrangements through the Bona Fide Request process set forth herein.
- 4.5 In addition to any liability provisions in the STC, SWBT does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.
- 5.0 **Local Switching**

- 5.1 The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities, as well as any technically feasible customized routing functions.
- 5.2 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when LSP uses Local Switching elements. Until such time that the commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when LSP uses Local Switching elements and will provide intraLATA toll to LSP without other usage sensitive charges. When the Oklahoma Corporation Commission authorizes intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.
- 5.3 When LSP requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- 5.4 Where LSP purchases Unbundled Local Switching (ULS) and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from LSP customers for Directory Assistance and Operator Services to LSP designated trunks for the provision of LSP Directory Assistance and Operator Services.
- 5.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.6 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. LSP agrees to respond to SWBT's notifications regarding network congestion.
- 5.7 SWBT will provide switch interfaces to adjuncts in the same manner it provides

them to itself. LSP requests for use of SWBT adjuncts will be handled through the Bona Fide Request process set forth herein.

5.8 SWBT will allow LSP to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Bona Fide Request process set forth herein.

5.9 Switch Ports

5.9.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.

5.9.2 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.

5.9.3 ISDN Primary Rate Interface (PRI) Trunk Side Port: A trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

6.0 Tandem Switching

6.1 Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices.

6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.

7.0 Operator Services and Directory Assistance

7.1 Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA, Network Element provides two types of functions: Operator Service functions and Directory Service functions are available as described in Appendix DA, and Appendix OS.

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or LSP or third parties acting on behalf of LSP, or between switches owned by SWBT or LSP or third parties acting on behalf of LSP. Interoffice Transport includes Common Transport and Dedicated Transport.

SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

8.1 Common Transport

8.1.1 Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit LSP to connect its Unbundled Local Switching element purchased from SWBT with Common Transport to transport the local call dialed by the Unbundled Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit LSP to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

8.2 Dedicated Transport

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or LSP, or between switches owned by SWBT or LSP.

8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to LSP.

8.2.1.2 SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.

8.2.3 In addition to any liability provisions in the STC, SWBT does not guarantee or make any warranty with respect to entrance facilities when used in an explosive atmosphere. LSP will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to LSP's or LSP end user's use of unbundled loops in an explosive atmosphere.

8.2.4 Digital Cross-Connect System (DCS)

SWBT will offer Digital Cross-Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

9.0 Signaling Networks and Call-Related Databases

Signaling Networks and Call-Related Databases are Network Elements that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

10.0 Operations Support Systems Functions

10.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information. SWBT will provide LSP access to its Operations Support Systems Functions as outlined in Appendix OSS.

11.0 Cross-connects

11.1 The cross connect is the media between the SWBT distribution frame and an LSP designated collocation or to other SWBT unbundled network elements purchased by LSP.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. The applicable cross connects are as follows:

- Cross connect to DCS
- Cross connect to MUX
- Cross connect to Collocation
- Cross connect to Switch Port

Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

11.3.1 The LSP must specify when placing an UDT order, in what order the unbundled network components are to be connected.

11.3.2 The Cross Connect being requested must have a compatible interface to each of the elements which the Cross Connect is joining together.

11.3.3 The following cross connects are available with UDT:

- Voice Grade 2-Wire
- Voice Grade 4-Wire
- DS0 - DCS to Collocation
- DS1
- DS3
- OC3
- OC12
- OC48

12.0 Pricing

12.1 Attached hereto as Appendix PRICING SCHEDULE is a schedule which reflects the prices at which SWBT agrees to furnish Unbundled Network Elements to LSP. LSP agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis at prices as contained in Appendix PRICING SCHEDULE.

12.2 For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Appendix PRICING SCHEDULE, including Bona Fide Requests, SWBT and LSP will negotiate prices.

12.3 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts. Each party reserves the right to net delinquent amounts against amounts otherwise due the other.

12.4 SWBT will recover the costs of modifying its outside plant facilities for LSP space requirements. These costs will be recovered via the Bona Fide Request process described herein.

12.5 Recurring Charges

12.5.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.

12.5.2 The minimum service period for unbundled dedicated transport elements is 12 months.

12.5.3 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. LSP will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.

12.5.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

12.6 Non-Recurring Charges

- 12.6.1 There are non-recurring charges for the first connection on an LSP order as well as separate non-recurring charges for each additional connection associated with the same LSP order at the same LSP specified premises. When converting the SWBT account to LSP or between LSP and another local service provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network element account.
- 12.6.2 LSP will pay a non-recurring charge when an LSP adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in Appendix SS7. This charge also applies to point code information provided by LSP allowing other telecommunications providers to use LSP's SS7 signaling network.
- 12.6.3 A service order processing (Service Order) charge will apply for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled elements.

12.7 Maintenance of Elements

- 12.7.1 The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT. LSP or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.
- 12.7.2 If trouble occurs with unbundled network elements provided by SWBT, LSP will first determine whether the trouble is in LSP's own equipment and/or facilities or those of the end user. If LSP determines the trouble is in SWBT's equipment and/or facilities, LSP will issue a trouble report to SWBT.
- 12.7.3 LSP will pay Time and Material charges when LSP reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 12.7.4 LSP will pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
- 12.7.5 If LSP issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises,

the charges discussed herein will still apply.

- 12.7.6 Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
- 12.7.7 If LSP requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LSP will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- 12.8 Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)**
- 12.8.1 When LSP purchases Unbundled Local Switching, SWBT will provide LSP the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. LSP will pay non-recurring charges to activate such features in association with a particular ULS Port type. There are two levels of non-recurring charges. The first will apply when the features are activated at the same time the port is established. A different non-recurring charge applies when the feature is activated subsequent to initial installation of the port.
- 12.8.2 Customized Routing: LSP will pay Individual Case Basis (ICB) charges for Customized Routing to compensate SWBT for the costs of translating the switch. LSP will pay non-recurring charges as well as recurring monthly charges for the number of DS1 Trunk Ports required to accommodate LSP's dedicated custom route. LSP will pay ICB charges set by SWBT for subsequent changes that LSP makes to a customized routed class of service.
- 12.8.3 LSP will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by LSP.
- 12.8.4 Use of SWBT's SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. LSP does not separately order SS7 under this method. LSP will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.

12.8.5 With Unbundled Local Switching, SWBT will make available features that require resources outside the switch, but LSP will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.

12.8.6 Associated with Unbundled Local Switching, LSP will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by LSP. LSP will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.

12.9 Temporary Rate Structure for Unbundled Local Switching (ULS)

12.9.1 LSP will be charged a per minute rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11-digit CLLI end office. When LSP uses a ULS port to initiate a call to a terminating number associated with a different 11-digit CLLI, LSP will pay a rate per minute for ULS plus a rate per minute for UCT transport. The parties agree to assume that SWBT's common transport network is used in this latter case.

12.9.2 As SWBT is currently unable to measure usage associated with custom routed operator services and directory assistance minutes, LSP will pay a surrogate amount, to be jointly estimated by the Parties which best approximates the additional amount which LSP would pay SWBT for these calls if SWBT had the capability installed to bill for them. This amount shall be paid on a monthly basis until SWBT has the capability available to bill for such calls.

12.10 Standard Interim Structure for ULS

12.11.1 Intra Switch Calls - On calls originating and terminating in the same switch:

A. LSP will pay ULS-O for a call originating from an ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.

B. LSP will pay ULS-O for a centrex-like ULS intercom call in which the LSP's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

C. SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision of resold local service by SWBT, or associated with local service to SWBT end user) and terminating to a ULS Port.

D. SWBT will not bill ULS-T for Intraswitch calls originated by an

unbundled ULS port even when the line to which the call is terminated is another ULS Port.

12.10.2 Inter Switch Calls - On calls not originating and terminating in the same switch:

- A. When a call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, ULS-O will apply. Charges for UCT as outlined below will also apply.
- B. When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to LSP in such event.
- C. Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. The LSP will pay IntraLATA toll rates for such calls. No ULS usage charges will apply to LSP in such event.
- D. After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. ULS-O charges will apply.
- E. When LSP uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply to the ULS Port.
- F. When a call that has been routed through SWBT's public network terminates to an ULS Port, from another of the same LSP's ports or another LSP's ULS Port, ULS-T charges will apply.
- G. When a call that has been routed through SWBT's public network terminates to an ULS Port, from the bundled local exchange service of SWBT, ULS-T charges will apply.
- H. When a call terminates to an ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS etc.) SWBT will assess ULS-T charges.
- I. When a call which has been routed from another network terminates to an ULS line port, ULS-T charges will apply.

