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May 27, 1997

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Federal Communications Commission
Office of Secretary

VIA HAND DELIVERY

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: SBC Communications Inc.'s Application for
Section 271 InterLATA Authority for Oklahoma
CC Docket No. 97-121
NOTICE OF EX PARTE PRESENTATION

Dear Mr. Caton:

As reported in an ex parte notice filed with the FCC on May 23, 1997, Cox had a meeting with the FCC staff at its invitation on Friday, May 23, 1997. The staff requested at that meeting that a copy of the SBC-Cox Telcom interconnection agreement for Oklahoma be provided. Pursuant to the staff's request, Cox hereby files in duplicate copies of the April 10, 1997 executed interconnection agreement.

Please contact the undersigned if there are any questions regarding this matter.

Respectfully submitted,

Laura Phillips

Laura H. Phillips
Counsel for Cox Communications, Inc.

Enclosure
cc (w/encl): Craig J. Brown, Esq.
Mr. Jake Jennings
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No. of Copies rec'd 0+1

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of April 10, 1997

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

COX OKLAHOMA TELCOM, INC.

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AIN

800

SS-7

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is by and between Southwestern Bell Telephone Company, a Missouri Corporation ("SWBT"), and Cox Oklahoma Telcom, Inc. ("Cox").

Pursuant to this Agreement for Local Wireline Network interconnection and Service Resale ("Agreement"), Cox Oklahoma Telcom, Inc. ("Cox") a Local Service Provider ("LSP") and Southwestern Bell Telephone Company ("SWBT") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Oklahoma in which the Parties may operate within the term of this Agreement. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services, provided at wholesale prices to Cox, available for resale. The Agreement will be submitted to the Oklahoma Corporation Commission for regulatory concurrence.

Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

The Parties agree and understand that SWBT and Cox are proposing certain provisions in this Agreement, based on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, released Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996, CC Docket No. 96-98, released Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order, or any other FCC Order, adopted to implement the Telecommunications Act of 1996, are deemed by the courts to be not effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions and to the extent that such modifications prohibit the Parties from performing their obligations under this Agreement, then they may terminate this Agreement upon reasonable notice.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to residential and business end users predominantly over their respective telephone exchange service facilities in Oklahoma; and

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 2, 1996; and

WHEREAS, the Parties intend to negotiate a permanent interconnection agreement pursuant to Section 251 of the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, SWBT is an Incumbent Local Exchange Carrier.

WHEREAS, the Parties should be able to efficiently exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, SWBT is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement; and

WHEREAS, Cox is a Telecommunications Carrier and has requested that SWBT negotiate an Agreement with Cox for the provision of interconnection, reciprocal compensation, resale and unbundled Network Elements (including Ancillary Functions and additional features) pursuant to the Act and in conformance with SWBT's duties under the Act; and

WHEREAS, for purposes of this Agreement, the Parties intend to operate where SWBT is the incumbent local exchange carrier and Cox, a competitive local exchange carrier, is certified by the Oklahoma State Commission, as required.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("Act") and additional services as set forth herein; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and SWBT hereby covenant and agree as follows:

SCOPE OF AGREEMENT

A. This Agreement sets forth the terms, conditions and prices under which SWBT agrees to provide (a) services for resale (hereinafter referred to as "Resold Services") (b) certain Unbundled Network Elements, (as specified in Appendix UNE) Ancillary Functions and additional features to Cox (hereinafter collectively referred to as "Network Elements") for Cox's own use or for resale to others, and (c) Interconnection and reciprocal compensation for the exchange of local traffic, for the termination of local traffic between SWBT and Cox, for purposes of offering local exchange services. Unless otherwise provided in this Agreement, SWBT and Cox will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. This Agreement includes all accompanying appendices.

B. In the performance of their obligations under this Agreement, the Parties shall act in consistent good faith with the intent of the Act. Where notice, approval or other action by a Party is permitted or required by any provision of this

Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

1.0 DEFINITIONS

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "Access Services" refers to the tariffed interstate and intrastate switched access and dedicated transport services offered for the origination and/or termination of interexchange traffic.

1.3 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking, switching, unbundled elements, transport, services for resale and other facilities between Cox and SWBT for Local Interconnection Service.

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

1.5 "Access Tandem Switches" are switches used to connect end offices to Interexchange Carrier Class 4 switches.

1.6 "Automatic Number Identification" or "ANI" is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.

1.7 "LSV/BLI Traffic" or "LSV/BLI Call" refers to an operator call between a Cox operator and a SWBT operator to inquire as to the busy status of, or requesting an interruption of a call on a Local Exchange Telecommunications Service.

1.8 "Calling Party Number" or "CPN" is a feature of signaling system 7 (SS7) protocol whereby the ten (10) digit number of the calling party is forwarded from the end office serving that party.

1.9 "Central Office Switch" means a single switching system within the public switched telecommunications network, including the following:

a. "End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered.

b. "Tandem Office Switches" or "Tandems" which are switches, which may be Access Tandems or other, used to connect and switch trunk circuits between Central Office Switches and intra/interLATA carriers.

Central Office Switches may be employed as combination End Office/Tandem Office switches.

1.10 "CLASS Features" mean certain CCS-based features available to end users including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing; Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.11 "Collocation" is the virtual or physical collocation service that SWBT provides in its designated wire centers.

1.12 "Collocation Arrangement", as more fully described in Appendix Collocation, means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis , which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the collocated equipment in the Housing Party's premises. Collocation includes, but is not limited to, collocation of 38 GHz basic transmission equipment, provided it complies with the guidelines in SWBT's Physical Collocation Technical Publication provided to Cox.

1.13 "Commissions" means the Oklahoma Corporation Commission and the FCC collectively, otherwise Commission means the Oklahoma Corporation Commission.

1.14 "Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data.

1.15 "Local Service Provider" or "LSP" is a telecommunications provider certified to provide Basic Exchange Telecommunications Service in geographic areas which may include SWBT's local exchange territory.

1.16 As used in this Agreement, "Dialing Parity" refers to both Local Dialing Parity and Toll Dialing Parity. "Dialing parity" means that a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications services provider of the customer's designation from among two or more telecommunications services providers (including such local exchange carrier).

1.17 "DID" means direct inward dialing.

1.18 "Digital Signal Level" means one of several transmission rates in the North American time-division multiplex hierarchy.

1.19 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the North American time-division multiplex hierarchy.

1.20 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the North American time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the result of the initial level of multiplexing.

1.21 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the North American time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.22 "Electronic File Transfer" refers to any system or process which utilizes an electronic format and protocol to send or receive data files.

1.23 "End User" means a third-party residence or business, that subscribes to telecommunications services provided by either of the Parties, or by another telecommunications service provider.

1.24 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among telecommunications carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.25 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunication service.

1.26 "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.27 "Local Exchange Carrier" or "LEC" means an incumbent local exchange carrier or a Local Service Provider (LSP).

1.28 Forward Looking Long Run Incremental Cost (LRIC) as defined by the Commission means the long run forward looking additional cost caused by

providing all volume-sensitive and volume-insensitive inputs required to provide a service or network element offered as a service, using economically efficient current technology efficiently deployed. LRIC also equals the cost avoided, in the long run, when a service or network element offered as a service is no longer produced. LRIC excludes costs directly and solely attributable to the production of other services or network elements offered as services, and unattributable costs which are incurred in common for all the services supplied by the firm. The long run means a period long enough so that the cost estimates are based on the assumption that all inputs are variable.

1.29 "Initial Billing Company" or "IBC" is as described in Section 5.6.3 of this Agreement.

1.30 "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic

1.31 "Interconnection Activation Date" is the date that the construction of the joint facility interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.

1.32 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of Section 6.0 of this Agreement, the term "IXC" includes any entity which purchases FGB or FGD Switched Exchange Access Service in order to originate or terminate traffic to/from Cox's end users.

1.33 "Interim Number Portability" (INP) as referenced in this Agreement, is the capability of an end user to retain their telephone number when changing local service providers, using RCF or DID technology.

1.34 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.35 "Integrated Services Digital Network" or "ISDN" is switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. ISDN is provisioned end-to-end pursuant to TR-444. Basic Rate Interface ISDN ("BRI-ISDN") provides for digital transmission of two analog or 64 Kbps digital data information bearing channels ("Bearer Channels") and one 16 Kbps data channel (2B+D).

1.36 "Line Information Database" or "LIDB" is as described in Appendix LIDB.

1.37 "Local Calling Area" is as described in Section 5.1.2 of this Agreement.

1.38 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c),except to the extent that the Commission finds that such service should be included in the definition of such term.

1.39 "Local Exchange Routing Guide" or "LERG" is a Bellcore reference typically used by LECs, IXCs and CLCs to identify NPA-NXX routing and homing information.

1.40 "Local Serving Office" means the end office that serves an end user.

1.41 "Local Traffic," for purposes of intercompany compensation, means traffic that originates and terminates between or among end users within a SWBT local calling area defined in SWBT tariffs as they exist at the time of the signing of this agreement, including mandatory local calling scope arrangements, but excluding Optional EAS areas, if any. "Mandatory Local Calling Scope" is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. In no event shall the Local Traffic area for purposes of local call termination billing between the Parties be decreased during the term of this Agreement.

1.42 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.43 "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA. The latest release is issue No. 5, dated June 1994.

1.44 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry" Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers. The latest release is issue No. 3, dated February 1996.

1.45 "Meet Point" is as described in Section 5.6.2 of this Agreement.

1.46 "Meet-Point Billing" or "MPB" refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for switched access

service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.

1.47 "Metropolitan Exchange Area" means a geographical area defined in SWBT current tariffs effective December, 1996 as a metropolitan exchange local calling area. For example, Oklahoma City, Tulsa, and each separate Metropolitan Exchange Area.

1.48 "Multi-Frequency" or "MF" means signaling arrangements that make use of pairs of frequencies out of a group of six frequencies. MF signals are used for called number address signaling, calling number identification, ring-back, and coin control.

1.49 "Multiple Bill/Multiple Tariff method" is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly-provided Switched Access Service which the LEC provides. MECAB documents refer to this method as "Multiple Bill/Single Tariff."

1.50 "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

1.51 "Network Element" means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, data bases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

1.52 "Network Element Bona Fide Request" means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element.

1.53 "Numbering Plan Area" or "NPA" is sometimes referred to as an area code. This is the three digit indicator that is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan (NANP). There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A Non-Geographic NPA, also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas.

1.54 "NXX", "NXX Code", or "Central Office Code" is the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10 digit telephone number within the North American Numbering Plan (NANP).

1.55 "Permanent Number Portability" or "PNP" means the use of the local routing number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.

1.56 "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs takes place.

1.57 "Pre-ordering and Ordering" is as described in Appendix OSS.

1.58 "Port" is as described in Appendix UNE.

1.59 "Provider" means a carrier who provides services to end users or other carriers.

1.60 "Rate Center" means the specific geographic point and corresponding geographic area associated with one or more NPA-NXX codes that have been assigned to a LEC for its provision of Telephone Exchange Service.

1.61 "Referral Service" means a process in which calls are routed to an announcement which states the new telephone number of an end user.

1.62 "Resale" is as described in Appendix Resale.

1.63 "Routing Point" means a location that a LEC or LSP has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or LSP. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.64 "Service Control Point" or (SCP) is as described in Appendix UNE.

1.65 "Service Switching Point" or "SSP" is as described in Appendix UNE.

1.66 "Signaling Point" or "SP" is as described in Appendix UNE.

1.67 "Signal Transfer Point" or "STP" is as described in Appendix UNE.

1.68 "Signaling System 7 or "SS7" is as described in Appendix UNE.

1.69 "Special Access" means access other than switched access and provides a dedicated trunk or trunk group between A and Z locations.

1.70 "Subsequent Billing Company" or "SBC" is as described in Section 5.6.3 of this Agreement.

1.71 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.72 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.73 "Tariff Services" as used throughout this Agreement refers to SWBT interstate tariffs and intrastate tariffs.

1.74 "Telecommunications Services" is as defined in the Act.

1.75 "Transit " is as defined in the Reciprocal Compensation Section of this Agreement.

1.76 "Trunk Side" is as defined in Appendix UNE.

1.77 "Wholesale Discount" is as described in Appendix Resale.

1.78 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

In the event of any amendment of the Act or any legislative, regulatory, judicial order, rule or regulations, or other legal action that revises or reverses the Act, the FCC's Orders in FCC Docket Nos. 96-98 and 95-185 or any applicable FCC order or arbitration award purporting to apply the provisions of the federal Act, the Parties reserve all of their rights and remedies, including those to amend, alter, or revise this Agreement.

3.0 RATES CHARGES AND IMPLEMENTATION -- GENERALLY

3.1 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

3.1.1 Pursuant to this Agreement, Cox and SWBT agree to the following schedule of rates and charges:

The Parties agree to use the Commission's ordered interim rates from Cause No. PUD 960000218 (AT&T/SWBT Arbitration). The Parties agree to use such interim rates and charges until such time as new rates are established pursuant to a final and effective Commission order or more favorable rates are included in a final approved interconnection agreement between SWBT and another carrier. Such new rates shall be substituted in place of the interim rates previously established when final and effective or available in a final approved interconnection agreement. To the extent required by the Commission in the above referenced docket, such interim rates shall be subject to true-up.

3.1.2 Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Sections 4.0, 5.0 and 6.0 for obtaining unbundled network elements, the transmission and routing of Telephone Exchange Service traffic; and for Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such Metropolitan Exchange Area on Appendix DCO. Appendix DCO may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Metropolitan Exchange Areas pursuant to Section 4.7 by modifying or updating the DCO appendix.

3.2 RATES AND CHARGES -- GENERALLY

3.2.1 SWBT's prices for termination and transport of traffic, interconnection, access to unbundled network elements (including operational support systems), and ancillary services are based upon the forward looking long run incremental cost and including an appropriate allocation of forward looking joint and common costs, incurred by SWBT in providing the service. Prices are set forth in the attached Appendices, and comport with the Act and the Commission's decision in the permanent cost docket.

3.2.2 SWBT's wholesale discounts for resale services, set forth in the attached Appendices, are calculated in accordance with the standards set forth in the Act.

3.2.3 Where any request for services or elements under this Agreement entails the modification of existing facilities; where such request cannot be met by the offerings specified in this Agreement; where such a request entails a higher or lower level of quality than SWBT historically provided to itself; or where this Agreement and incorporated Appendices do not establish a price to recover the development, implementation, or other costs of meeting the request; the Bona Fide Request detailed in this document shall apply.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Scope

This Section, 4.0, describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Such Interconnections shall be equal in quality to that provided by the Parties to themselves or to any subsidiary, affiliate or Third Party. For purposes of this Section 4.0, "equal in quality" refers to functionally equivalent interfaces specifications, provisioning and installation intervals, and maintenance, testing and repair, and quality of performance. Appendix ITR prescribes the specific trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section (4.0) to provide the facilities for the transmission and routing of Telephone Exchange Service traffic (as described in Section 5.0), Exchange Access traffic (as described in Section 6.0), LSV/BLI traffic (as described in Section 7.2), and E911/911 traffic (as described in Section 7.4). Use of this physical connection shall be limited to the trunk groups described in Appendix ITR.

4.2 Interconnection Coverage

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

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

    a. In each SWBT exchange area in which Cox chooses to offer local exchange service, Cox, at a minimum, will interconnect its network facilities to (a) one access tandem and (b) to each SWBT local tandem(s) or to each SWBT end office(s) (EOs). If Cox desires a single point for interconnection within a LATA, Cox agrees to purchase dedicated or common transport from SWBT to any other exchange within a LATA requested by Cox, or Cox may self-provision, or use a third party's facilities. The SWBT EOs and tandems through which Cox will terminate its traffic will be called SWBT Interconnection Wire Centers and are to be identified in Appendix DCO attached hereto and incorporated herein by reference. As Cox initiates exchange service operations in additional SWBT exchange areas, SWBT and Cox shall agree upon additional SWBT Interconnection Wire Centers in each new exchange area. Cox agrees that if SWBT establishes additional local tandems in an exchange area within which Cox offers local exchange service, Cox will interconnect to the additional tandems.

b. Interconnection to a SWBT local tandem(s) will provide Cox local access to the SWBT end offices and NXXs which subtend that tandem(s), and to other Local Exchange Carriers (LECs) (subject to Section 7.3) which are connected to that tandem(s). Interconnection to SWBT EO(s) will provide Cox access only to the NXXs served by that individual EO(s) to which Cox interconnects.

c. Interconnection to a SWBT access tandem will provide Cox interexchange access to SWBT, IXCs, LECs, and wireless providers (subject to Section 7.3) 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 Cox access to SWBT's EOs with the same functionality described in (b) above.

d. Where Cox requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911) additional interconnection to SWBT's Interconnection Wire Center(s) or special trunking will be required for interconnection to such ancillary services.

SWBT shall interconnect with Cox's facilities under terms and conditions no less favorable than those identified in Section 4.2, Paragraph 1, above.

4.3 Methods for Interconnection

Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods for each Tandem and End Office identified in Appendix DCO making use of facilities they own or lease from a third party.

4.3.1 Physical Collocation Interconnection (PCI) is where Cox provides fiber cable and connects to its equipment located in the SWBT Wire Center. Cox owns and maintains Cox's equipment.

4.3.2 Virtual Collocation Interconnection (VCI) is where Cox provides fiber cable to SWBT for connection to Cox's designated basic transmission equipment dedicated solely for Cox's use, located in the SWBT Interconnection Wire Center. Where space is not available for physical collocation and space is available for virtual collocation and technical limitations do not exist, Cox and SWBT agree to negotiate in good faith, an arrangement whereby Cox shall be permitted to purchase transmission equipment that SWBT will install, maintain, and repair at the request of Cox. If Cox elects to remove such equipment it shall pay SWBT the cost of removal.

4.3.3 SONET-Based Interconnection (SBI) is where Cox provides fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located at the SIWC and dedicated solely for Cox's use. SWBT owns and maintains the basic transmission equipment. This option shall be consistent with SWBT's SBI tariff as modified, if necessary, to comport with the ACT and FCC Order.

4.3.4 Leased Facility Interconnection (LFI) - where facilities exist, either Party may lease facilities from the other Party as mutually agreed.

4.3.5 Mid-span Fiber Interconnection - Where the Parties agree to interconnect through SONET technology, using a mutually agreeable originating line terminating multiplexer fiber optic terminal (FOT) details of this architecture are addressed in Appendix MSFI. This interconnection arrangement is limited to interconnecting trunks.

4.3.6 The Parties may agree to utilize another Interconnection Method as may be determined to be technically feasible in the future.

4.4 Physical Architecture

4.4.1 Using one or more of the Interconnection Methods described in Section 4.3 above, the Parties will agree on a physical architecture plan. This plan will be documented within Appendix DCO. The Parties agree to deploy a physical architecture plan per Metropolitan Serving Area which is mutually acceptable. Two architecture arrangements, End Span Meet (or End Point Meet) and Mid-Span Meet (or Mid-Point Meet), are discussed below. Additional physical architectures, as yet undefined, may evolve during the term of this Agreement. These future, as yet undefined architectures, can be deployed if mutually agreed upon.

4.4.2 As set forth in Appendix ITR, the Parties shall initially configure all Traffic Exchange Trunk groups as two-way, but utilized as one-way as described herein. The Parties agree that two-way trunking is the desired architecture and shall use their best efforts to mutually agree on a schedule for conversion to utilization of two-way trunks but not to exceed twelve (12) months from the Interconnection Activation Date.

a. End Point Meet

Using the "End Point Meet" architecture, the Parties will establish transport facilities from their own Central Office(s) to the other party's Central Office(s) utilizing any method of interconnection described in Section 4.3. Unless otherwise mutually agreed upon, each Party will use its own or third party transport facilities to provide trunking as set forth in Exhibit B. The Parties will be responsible for the appropriate sizing of the trunk groups. Operation and maintenance of the transport facilities will be the responsibility of the Party providing them.

If initially deployed as an End-Span Architecture, the deployment architecture may be migrated or groomed, upon mutual agreement, to a Mid-Span Meet architecture.

b. Mid-Span Meet

Using the "Mid-Span Meet" architecture, the Parties will agree upon a Network Interconnection Point (NIP). The NIP functions as a demarcation point for each Party. Each Party is responsible to provide the necessary trunking to its side of the NIP utilizing any method of interconnection described in Section 4.3 above. The Parties are mutually responsible for the

appropriate sizing of the composite trunking facility. The Party providing the facility section is responsible for the operation and maintenance of the transport facility to the NIP.

A second NIP may be established, when mutually agreed upon, to eliminate a "single point of failure". The establishment of the second NIP may not require additional or increased trunking or facilities of either Party. Trunking from the initial NIP will be groomed or augmented to the second NIP upon mutual agreement.

When required, based on guidelines established pursuant to Appendix ITR, either Party may trunk directly to the other Party's EO. If the Party is virtually or physically collocated at the EO, then that collocation will be designated as a NIP. This collocation will be used for the transport of direct EO trunking, in addition to other uses. The collocated Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility which will carry mutual traffic. In the instance where the Party is not collocated, the EO trunk group will be handed off at the original NIP and both Parties will be economically and technically responsible for the transport facility on their side of that NIP.

Unless otherwise mutually agreed upon, when Mid- Span Meet architecture has been deployed, it will remain as the architecture of choice during the term of this Agreement.

4.5 Technical Specifications

4.5.1 Cox and SWBT shall work cooperatively to install and maintain a reliable network. Cox and SWBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5.2 Cox and SWBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.5.3 Technical Publications that describes the practices, procedures, specifications and interfaces generally utilized by SWBT are identified herein. Technical Publications referred to herein assist the Parties in meeting their respective Interconnection responsibilities. Copies of the publications listed in this Agreement have been provided to Cox by SWBT.

4.6 Interconnection in Additional Metropolitan Exchange Areas

4.6.1 If Cox decides to offer Telephone Exchange Services in any other Exchange Areas in which SWBT also offers Telephone Exchange Services, Cox shall provide written notice to SWBT of the need to establish Interconnection in such Exchange Areas pursuant to this Agreement.

4.6.2 The notice provided in Section 4.6.1 shall include (i) the initial Routing Point Cox has designated in the Exchange Area; (ii) Cox's requested Interconnection Activation Date; and (iii) a non-binding forecast of Cox's trunking requirements.

4.6.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center that Cox has identified as its initial Routing Point in the Exchange Area as the Cox Interconnection Wire Center (CIWC) in that Exchange Area and shall mutually designate a SWBT Tandem Office Wire Center(s) within the Exchange Area as the SIWC(s) in that Exchange Area.

4.6.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new Exchange Area shall be targeted at ninety (90) days but in no event more than 150 days following the date on which Cox delivered notice to SWBT of the need to establish Interconnection pursuant to Section 4.6.1. Within ten (10) business days of SWBT's receipt of Cox's notice, SWBT and Cox shall confirm the respective Wire Centers to be Interconnected and the Interconnection Activation Date for the new Exchange Area by attaching a supplementary schedule to Appendix DCO.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

This Section (5.0) prescribes parameters for Traffic Exchange trunk groups the Parties shall establish over the Interconnections specified in Section 4.0. The parties shall employ the Traffic Exchange trunk groups specified, in this Section (5.0) and in Appendix ITR, for the transmission and routing of all Local and IntraLATA Toll Traffic between the Parties.

5.1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between Cox and SWBT will be classified as either Local Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Wireless Traffic. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated herein by reference. The compensation arrangement for the joint provision of Wireless Traffic is covered in Appendix Wireless, attached hereto and incorporated herein by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free, within the terms of this Agreement to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its end users.

5.1.2 Calls originated by one Party's end user and terminated to the other Party's end user will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

5.2 Responsibilities of the Parties

5.2.1 Each Party will be responsible for the accuracy and completeness and quality of its data as submitted to the respective Parties involved.

5.2.2 Each Party will include in the information transmitted to the other, for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN) or Automatic Number Identification (ANI).

5.2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and ANI will be sent from the originating Party's end office switch to the terminating Party's tandem or end office switch.

5.2.4 Where one Party is passing CPN but the other party is not properly receiving information, the Parties will cooperate to rate the traffic correctly.

5.3 Reciprocal Compensation for Termination of Local Traffic

5.3.1 The Compensation set forth below will apply to all Local Traffic as defined in Section 5.1.2 of this Agreement.

5.3.2 Applicability of Rates

i) The rates, terms, conditions in this Section 5.3 apply only to the termination of Local Traffic, except as explicitly noted.

ii) The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

5.3.3 Rate Elements

5.3.3.1 A Tandem rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements.

i) Tandem Switching - compensation for the use of tandem switching functions.

ii) Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

iii) End Office Switching - compensation for the local EO office switching and line termination functions necessary to complete the transmission.

5.3.3.2 An End Office rate element applies to direct-routed Local Traffic, on a terminating local MOU basis, and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and End Office functions.

5.3.3.3 *De minimis* Provision. The first nine months of this agreement shall be a *de minimis* period. For purposes of Section 5.3.3 there shall be a monthly threshold *de minimis* level of Local Traffic below which no compensation will be paid by the Parties for termination of Local Traffic, unless the net of such terminating traffic results in Minutes of Use (MOUs) in excess of the threshold. Such *de minimis* level shall be 105% determined by comparing each Party's monthly MOU calculation. Such minutes of use shall be measured in seconds by call type and accumulated monthly and then rounded to the nearest one minute increment for billing purposes. This provision applies to Local Traffic only, which includes calls originated and terminated to/from mandatory local calling areas, but does not include Transit or CMRS Traffic. The Parties acknowledge and agree that any compensation which might accrue in an amount less than required by this Section shall be considered *de minimis*, however, the Parties shall exchange all records required under the Agreement even when the traffic exchanged between the Parties is *de minimis*. Whenever the traffic exchanged between the parties exceeds the 105% *de minimis* level, in any given month, the Parties shall bill or settle amongst themselves for all MOUs.

5.3.4 Local Traffic Interconnection Rates

	Prices
Tandem Switching	$0.002822/MOU
Tandem Transport	
Common	
Zone A	$0.000621/MOU
Zone B	$0.000393/MOU
Zone C	$0.000519/MOU
End Office Switching	
Zone A	$0.007598/MOU
Zone B	$0.005965/MOU
Zone C	$0.005775/MOU

5.4 Reciprocal Compensation for Transit Traffic

5.4.1 Transit Traffic allows one Party to send Local traffic to a third party network through the other Party's tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user.

	Prices
Local Transit	$0.003443/MOU

All other traffic which transits a tandem shall be treated as meet-point billing traffic unless otherwise agreed.

Each Party represents that it shall not send local traffic to the other Party that is destined for the network of a third party unless and until such Party has the authority to exchange traffic with the third party.

5.5 Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

5.5.1 For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each party's Intrastate Access Service Tariff. For interstate intraLATA service, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each party's interstate Access Service Tariff.

5.6 Compensation for Origination and Termination of Switched Access Service Traffic to or From an IXC (Meet-Point Billing (MPB) Arrangements)

5.6.1 For interstate, interLATA traffic, terminating compensation will be at access rates as set forth in each Party's own applicable access tariffs.

5.6.2 The Parties will establish MPB arrangements, as mutually agreed upon, in order to provide Switched Access Services to IXCs via SWBT's access tandem switch in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Cox's Meet Points with SWBT, and SWBT's Meet Points with Cox shall be those identified in Appendix DCO and any supplements thereto.

5.6.3 Billing to IXCs for the Switched Exchange Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, Cox is the Initial Billing Company (IBC) and SWBT is the Subsequent Billing Company (SBC). The assignment of revenues, by rate element, and the Meet-Point Billing percentages applicable to this Agreement are set forth in the Meet Point Billing Arrangement Revenue Assignment Schedule. The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs.

5.6.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

5.6.5 As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals exchange all information necessary to accurately, reliably and promptly bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Each Party reserves the right to charge the other Party for the recording/processing functions it performs pursuant to Appendix Recording or nondiscriminatory terms and conditions. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic medium or via a mutually acceptable electronic file transfer protocol.