## 1.0 DEFINITIONS

- A. "Subscribers" mean end users of Exchange Carrier's Service who wish to have callers identified prior to answering calls.
- B. "A-Links" mean a diverse pair of facilities connecting local end office switching centers with CenturyLink Signaling Transfer Points (STPs) or FSPOIs.
- C. Exchange Carrier (EC) is Beehive Telephone Company (Customer).
- D. Facility Signaling Point of Interconnection is defined as a CenturyLink designated ordering point to which customers may establish SS7 signaling connections.
- D. "ICNAM Service" as defined herein is CenturyLink's service that allows Exchange Carrier to query CenturyLink's ICNAM database for subscribers calling name information, in order to deliver that information to Exchange Carrier's subscribers.
- E. "ICNAM Database" is CenturyLink's database containing current calling name data for all working lines served or administered by CenturyLink, including calling name data provided by other local exchange carriers participating in the Calling Name Delivery Service arrangement.
- F. "ICNAM Information" means other local exchange carriers' records of all of their subscriber's names associated with one or more ten digit line(s) or billing number(s).
- G. "Service Control Point" (SCP) is a database in an SS7 network used to store ICNAM information.
- H. "Service Point" (SP) means an SS7 network interface element capable of initiating and/or terminating SS7 Messages. SPs may be end offices, access tandem switches, operator service systems, database managers, or other SPs.
- I. "Service Switching Point" (SSP) means the software capability within an SP, and the SSP provides the SP with the SS7 message preparation/interpretation capability + SS7 transmission/reception access ability.
- J. "Signaling Transfer Point" (STP) is the point where Exchange Carrier interconnects with an SS7 network. In order to connect to CenturyLink's SS7 network, Exchange Carrier or other third party initiating Exchange Carrier's ICNAM queries must connect with a CenturyLink STP in order to connect to CenturyLink's SCP.

#### 2.0 DESCRIPTION

- A. Under this Agreement, CenturyLink will provide Exchange Carrier with ICNAM Service, which includes provision of ICNAM Database subscriber information when a CenturyLink subscriber calls an Exchange Carrier subscriber. The effect being that the called party subscriber can identify the calling party subscriber prior to receiving the call, except in those cases where the calling party subscriber has its ICNAM Information blocked.
- B. When CenturyLink receives an ICNAM query for a calling party subscriber name that is not stored with CenturyLink, or is not available through a provider that CenturyLink has a contract with, CenturyLink will deliver the following:
  - When the calling party subscriber's NPA/NXX is within the CenturyLink 14 state region, CenturyLink will deliver "City State".
  - When the calling party subscriber's NPA/NXX is outside of the CenturyLink 14 state region, CenturyLink will deliver "State".
- C. Carrier will store their subscriber's ICNAM information in the CenturyLink ICNAM Database.
- D. Carrier will establish signaling links to a CenturyLink designated STP pair or FSPOI pair.
- E. During the term of this Agreement, CenturyLink will allow Carrier to query CenturyLink's ICNAM database, and other contracted database providers as requested by the customer, in order to obtain ICNAM information which identifies the CenturyLink calling party subscriber.

#### 3.0 TERM OF AGREEMENT

The Term of Agreement shall be in accordance with Section 7 of the Infrastructure Sharing Master Services Agreement.

## 4.0 <u>RESPONSIBILITIES OF THE PARTIES</u>

- A. Upon queries by Exchange Carrier's end users, CenturyLink will provide ICNAM Information attached hereto as Schedule A.
- B. CenturyLink will provide information that is currently in its ICNAM Database accessed by the Exchange Carrier.

- C. Exchange Carrier warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the specification standard documents identified in Schedule B. Exchange Carrier acknowledges and agrees that transmission in said protocol is necessary for CenturyLink to provision its ICNAM Services. Exchange Carrier will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. CenturyLink reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with Exchange Carrier.
- D. All queries to CenturyLink's ICNAM Database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. Exchange Carrier acknowledges that such subsystem number and translation type values are necessary for CenturyLink to properly process queries to CenturyLink's ICNAM Database.
- E. Exchange Carrier acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of CenturyLink's SS7 network. Exchange Carrier further agrees that CenturyLink, in its sole discretion, shall employ certain automatic and/or manual overload controls within CenturyLink SS7 network to safeguard against any detrimental effects. CenturyLink shall report to Exchange Carrier any instances where overload controls are invoked due to Exchange Carrier's SS7 network, and Exchange Carrier agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- F. Exchange Carrier agrees to comply, at its own expense, with the provision of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder which include the satisfaction of all tax and other governmentally imposed responsibilities as a Local Exchange Carrier customer, including but not limited to, payment of federal, state, or local sales use, excise, or other taxes or tax-like fees, imposed on or with respect to CenturyLink's Caller Name Services and Exchange Carrier's subscriber services (hereinafter referred to as "Tax(es)", including Taxes imposed directly on CenturyLink and relating to Exchange Carrier's (or Exchange Carrier's subscriber) services. Exchange Carrier shall, where permissible by law, file returns or reports relating to such Taxes, and pay or remit all such Taxes and other items to the appropriate taxing authority.
- G. CenturyLink shall exercise best efforts to provide Exchange Carrier accurate and complete ICNAM information. CenturyLink does not warrant or guarantee the correctness or the completeness of such information; however, CenturyLink will access the same ICNAM database for Exchange Carrier's queries as CenturyLink accesses for its own queries. In no event shall CenturyLink have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by Exchange Carrier.
- H. All ICNAM responses shall be returned over the same routing path as the query was sent.

#### 5.0 OWNERSHIP OF ICNAM INFORMATION

CenturyLink retains full and complete ownership and control over ICNAM Information in the ICNAM Database. Exchange Carrier agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to CenturyLink's ICNAM Database.

#### 6.0 PROVISION OF ICNAM SERVICES

- A. CenturyLink ICNAM Services shall be provided in accordance with the terms and conditions of this Agreement.
- B. If at any time during the term of this Agreement a tariff for ICNAM Service becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Agreement.

#### 7.0 CHARGES AND PAYMENT

- A. Exchange Carrier agrees to pay CenturyLink for any query initiated into CenturyLink's ICNAM database for any information at the rate of \$0.004 per query.
- B. Carrier agrees to pay CenturyLink for any query initiated into a non-CenturyLink ICNAM database for any information at the CenturyLink contract rate with that provider plus a transport charge of \$.000878 per query.
- C. ICNAM rates will be billed to Exchange Carrier monthly by CenturyLink for the previous month. Payment is due upon receipt of the invoice by Exchange Carrier. If payment is not received within thirty (30) days of the bill date, Exchange Carrier agrees to pay a late charge of one and one half percent (1 1/2 %) per month, or the maximum percentage allowed by law, whichever is lower, on the unpaid balance.

#### 8.0 MISCELLANEOUS PROVISIONS

- A. The term of this Service Exhibit 5 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Agreement.
- B. CenturyLink shall have no obligation to supply a Service where facilities or technical abilities are limited. CenturyLink will perform Services provided under this Agreement in accordance with operating methods, practices, and standards in effect

for all CenturyLink's End Users. CenturyLink shall maintain adequate equipment and personnel to reasonably perform the Services.

C. EC will provide and maintain the equipment and facilities necessary to permit CenturyLink to furnish the services for which the EC contracts.

# SCHEDULE A

## **CALLER ACCOUNT INFORMATION**

Upon request by Exchange Carrier, CenturyLink will provide Calling Name information to Exchange Carrier's end user accounts as outlined below:

- Α. Calling Name Information:
  - Calling Number. 1.
  - Calling Name. 2.
  - Date and Time call was placed. 3.
  - 4. Carrier code.
- CenturyLink will not provide the following information on Exchange Carrier's subscriber accounts, including, but not limited В. to, the following:
  - Type of line; i.e., private, multi-party, teen, etc. Measured, Limited or Unlimited. 1.
  - 2.
  - 3. 4. Custom calling services, or other packages (i.e., call forwarding, speed calling, etc.) Voice messaging.

  - Non published or non listed telephone numbers. 5.
  - Rotary or touch tone. 6.
  - USOC or other codes associated with CenturyLink services. 7.
  - IntraLATA/CenturyLink toll detail. 8.

# SCHEDULE B

# SPECIFICATIONS AND STANDARDS

Issuing Organization		Document Number
A.	Telcordia-SS7 Specification	TR-NPL-000246
В.	ANSI-SS7 Specifications -Message Transfer Part -Signaling Connection Control Part -Transaction Capabilities Application Part	T1.111 T1.112 T1.114
C.	Telcordia-CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D.	Telcordia-CCS Network Interface Specifications	TR-TSV-000905