16.5   Remittance in full will be due within thirty (30) days of the Invoice date.If SBC-13 STATE does not provide CARRIER with any invoice within the time frame specified in this Agreement, the Payment Due Date shall be extended by an equal number of days. Unless otherwise stated, **SBC-13STATE** will render monthly bills for all charges hereunder. In accordance with Section 16.9, interest will apply on overdue amounts. When both Parties agree in writing that an operations failure results in incorrect billing and such charges can be delineated from correct charges, CARRIER will not have to pay nor escrow amounts for such charges deemed erroneous by both Parties.

16.6   If CARRIER desires to dispute in good faith any Invoice charges, CARRIER may either pay the Invoice charge then file its dispute in accordance with Section 16.9 or CARRIER must complete all of the following actions before the Payment Due Date, unless otherwise agreed in writing by the Parties:

16.6.1 notify **SBC-13STATE** in writing which charges it disputes, including the total amount disputed ("Disputed Amounts"), in accordance with Section 16.7; and

16.6.2 pay all undisputed charges to **SBC-13STATE**; and

16.6.3 Unless CARRIER pays **SBC-13STATE** the total Disputed Amounts, if CARRIER's total outstanding and unpaid Invoice charges (calculated without regard to any dispute) exceed 5% of the then-current monthly billing under this Attachment, then CARRIER must pay the excess into an interest-bearing escrow account which includes without limitation terms such that the escrow agent cannot release funds deposited into account without written direction from both CARRIER and **SBC-13STATE**, held by a third party escrow agent acceptable to **SBC-13STATE**, and provide evidence to **SBC-13STATE** that CARRIER has met this escrow requirement. Carrier shall not be required to establish the escrow account until after the parties have communicated at least once to discuss the dispute and SBC-13STATE agrees that an escrow is necessary to secure payment. When both parties agree in writing that an operations failure results in incorrect billing and such charges can be delineated from correct charges, CARRIER will not have to pay for escrow amounts for such charges deemed to be erroneous. Until evidence that the full amount of the outstanding and unpaid Invoice charges that exceed 5% of the then-current monthly billing under this Attachment have been deposited into an escrow account that complies with this Section 16.6.3 is furnished to the **SBC-13STATE**, such Unpaid Charges will not be deemed to be "disputed" under Section 16.6. Failure to meet this escrow requirement when applicable shall permit **SBC-13STATE**, upon 10 days' written notice to CARRIER, in addition to exercising any other rights or remedies it may have under law, to take any or all of the actions set forth in Sections 16.10.1 through 16.10.3.

16.7   A good faith billing dispute under this Attachment requires CARRIER to provide a written claim to **SBC-13STATE** to permit **SBC-13STATE** to investigate the merits of the dispute. Such claims must identify the following to the respective **SBC-13STATE** billing and claims group(s) on or before the Payment Due Date: (a) the account number under which the Invoice was rendered; (b) the specific charge that CARRIER believes was billed in error; (c) the Invoice date; and (d) the reason or grounds for the dispute. Disputed amounts will either be paid or escrowed in accordance with Section 16.6.3.

16.8   With regard to Section 16.6.1 and 16.7, information regarding Disputed Amounts shall be provided to the applicable **SBC-13STATE** billing and claims group pursuant to that group's requirements, in order to allow prompt processing and resolution of billing disputes. **SBC-13STATE** billing and claims organization has a 30-day target for claims investigation and resolution. If **SBC-13STATE** billing and claims group sustains a billing inquiry/dispute, CARRIER will be assessed a Billing Inquiry/Dispute (Charge Sustained) charge as indicated in the LWC Pricing Schedule. Disputed Amounts not resolved with the applicable **SBC-13STATE** billing and claims organization within 45 days may then be pursued by either Party in accordance with the procedures identified in the Dispute Resolution provision set forth in the Agreement.

16.9   CARRIER billing inquiries and/or claims of overbilling by **SBC-13STATE** shall be referred to **SBC-13STATE** for investigation within six (6) months of the charge(s)' first appearance on an Invoice to CARRIER. Absent a claim and/or dispute by CARRIER as to a charge within six (6) months from its first appearance on an Invoice to CARRIER, it will be deemed that CARRIER has waived its right to dispute such charges. If the Parties determine that CARRIER was billed incorrectly for items rendered pursuant to this Agreement, a

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billing adjustment shall be calculated. If a refund to CARRIER is due (CARRIER had paid the disputed charges), an adjustment shall be made for the overcharges and shall be credited to CARRIER within thirty (30) days of the Resolution Date, as defined below. If the refund is credited to CARRIER within thirty (30) days of the Resolution Date, interest will not be applicable. If the refund is not credited within thirty (30) days of the Resolution Date, the interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in **SBC-13STATE**'s intrastate access service tariff for that state, or (ii) the highest interest rate permitted by applicable law in that state, in either case compounded daily from the Resolution Date to and including the date that the refund is actually made. The resolution date will be the date upon which Notice is deemed to have been received by CARRIER under the Notice provisions in this Agreement ("Resolution Date"). If the dispute is decided in favor of **SBC-13STATE**, CARRIER shall pay (to the extent not paid, then disputed, as permitted herein) the Resolved Amount, as defined below, to **SBC-13STATE** within thirty (30) days of the Resolution Date. To the extent that the Disputed Amounts have been escrowed and following the Resolution Date are paid directly from that escrow account, CARRIER shall pay **SBC-13STATE** interest on the unpaid amount no longer in dispute ("Resolved Amount") if not paid within thirty (30) days of the Resolution Date. CARRIER shall pay **SBC-13STATE** interest on the Resolved Amount at the lower of (iii) the rate used to compute the Late Payment Charge contained in **SBC-13STATE**'s intrastate access service tariff for that state, or (iv) the highest interest rate permitted by applicable law in that state, in either case compounded daily from the Resolution Date to and including the date that the payment is actually made. Interest shall accrue on any unpaid Resolved Amount that were not escrowed at the lower of (v) the rate used to compute the Late Payment Charge contained in **SBC-13STATE**'s intrastate access service tariff for that state, or (vi) the highest interest rate permitted by applicable law in that state, in either case compounded daily from the Bill Due Date to and including the date that the payment is actually made.

16.10 Failure to pay Invoice charges by the Payment Due Date (except for the Disputed Amounts, unless not paid into escrow when required hereunder) shall be grounds for termination of this Attachment. If CARRIER fails to pay any Invoice charges billed under this Attachment, including any late payment charges or miscellaneous charges ("Unpaid Charges"), by the Payment Due Date (except for the Disputed Amounts, unless not paid into escrow when required hereunder), **SBC-13STATE** may notify CARRIER in writing that it must remit all Unpaid Charges and complete all other actions set forth in Sections 16.6.1 through 16.6.3 within ten (10) days of the receipt of that notice. If by 5:00 p.m. Central Time of the 10th day following receipt of a notice under this Section, CARRIER fails to (a) fully comply with each of Sections 16.4.1 through 16.4.3, or (b) make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, **SBC-13STATE** may, in addition to exercising any other rights or remedies it may have under law, take any or all of the following actions, without any further notice to CARRIER:

16.10.1 suspend acceptance of/reject any application, request or order from CARRIER for new or additional LWCALs or any other Offering hereunder, or any changes or modifications thereto (e.g., adding or deleting any vertical feature to a LWCAL); and/or

16.10.2 suspend completion of/cancel any pending application, request or order from CARRIER for new or additional LWCALs or any other Offering hereunder, or any changes or modifications thereto (e.g., adding or deleting any vertical feature to a LWCAL);

16.10.3 subject to Section 16.16, discontinue providing LWC or any other Offering furnished under this Attachment.

16.11 If by 5:00 p.m. Central Time of the 20th day following receipt of a notice under Section 16.10, CARRIER fails to (a) fully comply with each of Sections 16.6.1 through 16.6.3, or (b) pay the Disputed Amounts (paid though still disputed), or (c) make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, **SBC-13STATE** may, in addition to exercising any other rights or remedies it may have under law, terminate this Attachment upon 180 days' written notice to the other.

16.12 Interest will accrue on overdue charges that are both not paid and not Disputed Amounts, and on Disputed Amounts to the extent not escrowed as required by this Section 16.

16.13 Notwithstanding any other provision of this Attachment, **SBC-13STATE**'s exercise of any of its options under this Section 16:

16.13.1 will not delay or relieve CARRIER's obligation to pay all charges on each and every Invoice on or before its applicable Payment Due Date, and

16.13.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, and the Service Assurance Plan.

16.14 **SBC-13STATE** shall have no liability to CARRIER, its LWC End Users, or any other third party in the event of **SBC-13STATE**'s exercise of any of its options under this Section.

16.15 Additional charges may become applicable under this Attachment following discontinuance of LWC and/or any other Offering hereunder.

16.16 The Parties shall comply with any applicable laws regarding the discontinuance of LWC or any other offering hereunder. In the event of any inconsistency with any applicable law and this Section, Section 18, Severability, shall not affect the application of this Section to the full extent permitted by law.

16.17 **SBC-13STATE** reserves the right to require a reasonable deposit to secure the payment of future billings under this Attachment if:

16.17.1 CARRIER fails to timely pay bills rendered to it and has a proven history of late payments, except such portions of bills that are subject to a good faith, bona fide dispute and as to which CARRIER has complied with the billing dispute and escrow provisions herein; or

16.17.2 There is a material adverse change in CARRIER's creditworthiness or financial position, Such impairment will be determined from information available from available financial sources. CARRIER shall be considered to be so impaired if it has not maintained a "BBB" or better long-term debt rating, or an "A-2" or better short-term debt rating by Standard & Poors at any point during the effectiveness of this Attachment; or

16.17.3 CARRIER admits its inability to pay its debts as they come due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

16.17.4 In the event CARRIER fails to submit the required deposit to **SBC-13STATE** within fifteen (15) days after written notice requiring such deposit as permitted by this Section, **SBC-13STATE** may, in addition to exercising any other rights or remedies it may have under law, take any of the actions set forth in Sections 16.10.1 through 16.10.3 without any further notice to CARRIER. The deposit shall not exceed an amount equal to two month's average billing, calculated as the average of the last 12 invoices preceding the request for a deposit (or, if within the first 12 months of this agreement, the last 12 invoices for UNE-P services received by CARRIER under an interconnection agreement between the Parties).

16.18 As provided for herein, interest on overdue charges that are not Disputed Amounts, and on Disputed Amounts to the extent not escrowed will be assessed as follows:

16.18.1 If billed out of any **SBC-8STATE** billing system other than the **SBC SOUTHWEST REGION 5-STATE** Customer Records Information System (CRIS), interest will accrue from the day following the Payment Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff for that State, and (ii) the highest rate of interest that may be charged under applicable law. The method and timing for application of interest to any charge incurred under this Attachment that is billed out of any **SBC-8STATE** billing system other than **SBC SOUTHWEST REGION 5-STATE**'s CRIS will comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.

16.18.2 If billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS, interest will accrue from the day following the Payment Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state, and (ii) the highest rate of interest that may be charged under applicable law. The method and timing for application of interest to any charge incurred under this Attachment that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS will be governed by the **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state.

16.18.3 If billed out of any **SBC MIDWEST REGION 5-STATE** billing system, interest will accrue from the Payment Due Date at the lesser of (i) one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the day following the Payment Due Date to and including the date that the payment is actually made and available.

16.19 Beginning not later than ninety days from effective date CARRIER shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CARRIER must use the CCD+ or the CTX transaction set. CARRIER and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Payment Due Date of each bill, or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CARRIER or third parties, including CARRIER's financial institution. CARRIER is responsible for its own banking fees.

16.19.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CARRIER is responsible for any Late Payment Charges resulting from CARRIER's failure to use electronic funds credit transfers through the ACH network.

16.19.2 CARRIER must make all payments to **SBC CONNECTICUT** in "immediately available funds." All payments to **SBC CONNECTICUT** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC CONNECTICUT**. If CARRIER makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CARRIER makes payment through funds transfer via the ACH network, CARRIER must use the CCD+ or the CTX transaction set. CARRIER and **SBC CONNECTICUT** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SBC CONNECTICUT** no later than the Payment Due Date of each bill or Late Payment Charges will apply. **SBC CONNECTICUT** is not liable for any delays in receipt of funds or errors in entries caused by CARRIER or third parties, including CARRIER's financial institution. CARRIER is responsible for its own banking fees.

16.20 If CARRIER requests one or more additional copies of a bill, CARRIER will pay **SBC-13STATE** a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

16.21 Each additional copy of any Invoice provided for billing from **SBC-13STATE** CABS billing system will incur charges as specified in the applicable Access Service Tariff FCC Alternate Bill Media Section. Prices for bill media choices reflected in the applicable tariff as ICB will be billed as indicated in the LWC Pricing Schedule.

17. FALSE TECHNICIAN DISPATCH

17.1 In cases where CARRIER has been assessed a "False Technician Dispatch (CARRIER Fault)" charge as provided for herein, but a subsequent trouble report for the same problem, submitted within 30 days of the initial report, determines that the service problem was due to trouble within the **SBC-13STATE** network, CARRIER may submit a dispute for that initial "False Technician Dispatch (CARRIER Fault)" charge and will not be subject to a "Bill Inquiry/Dispute (Charges sustained)" charge notwithstanding the fact that the dispute is subsequently sustained (e.g., charge upheld as valid) if, when CARRIER submits the dispute over that initial "False Technician Dispatch (CARRIER Fault)" charge, CARRIER declares that its dispute is being submitted under this Section. If CARRIER does not so declare, the "Bill Inquiry/Dispute (Charges sustained)" charge will apply.

18. SEVERABILITY

18.1 Notwithstanding anything else in the Agreement but except as otherwise provided in this Attachment, if any provision of this Attachment (including its Appendices, Exhibits, and Schedules) is rejected or held to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith and diligent efforts to amend this Attachment to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the intent of the unenforceable provision as closely as possible (including a similar economic outcome for both Parties); provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such rejection or holding shall permit either Party to terminate this Attachment upon 180 days written notice to the other, during which time the Parties shall work cooperatively to establish an orderly transition of LWC End Users to other serving arrangements. In any situation in which the right to terminate under this Section 28.1 is triggered by State government action, the right to terminate shall arise only in the State in which such action occurred and would apply for that State only.

19. END USER FRAUD

19.1 **SBC-13STATE** shall not be liable to CARRIER for any fraud associated with any CARRIER LWC End User's account, including 1+ IntraLATA toll, ported numbers, except as may be specified in the Appendix LWC Alternately Billed Services ("ABS").

19.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

19.3 In cases of suspected fraudulent activity by an LWC End User or on an LWCAL, at a minimum, the cooperation referenced in Section 19.2 will include CARRIER providing to **SBC-13STATE**, upon request, information concerning such LWC End User and any entity or person who terminate services to that LWC End User or LWCAL without paying all outstanding charges. CARRIER is responsible for securing the LWC End User's permission to obtain such information.

20. LAW ENFORCEMENT

20.1 **SBC-13STATE** and CARRIER shall reasonably cooperate with each other in handling law enforcement requests as follows:

20.1.1 Intercept Devices:

20.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When **SBC-13STATE** receives a request associated with an LWC End User, it shall refer such request to CARRIER, unless the request directs **SBC-13STATE** to attach a pen register, trap-and-trace or form of intercept on **SBC-13STATE** facilities, in which case **SBC-13STATE** shall comply with any valid request.

20.1.2 Subpoenas:

20.1.2.1 If **SBC-13STATE** receives a subpoena for information concerning an LWC End User, it shall refer the subpoena to the requesting entity or person with an indication that CARRIER is the responsible company, unless the subpoena requests records for a period of time during which **SBC-13STATE** was the LWC End User's service provider, in which case **SBC-13STATE** will respond to any valid request.

20.1.3 Emergencies:

20.1.3.1 If **SBC-13STATE** receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by its switch for an LWC End User, **SBC-13STATE** will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the LWC End User and CARRIER agrees to indemnify and hold **SBC-13STATE** harmless against any and all such claims or Losses.

21. NETWORK MAINTENANCE AND MANAGEMENT

21.1 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when end users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number to the Party's service management center for all network management issues.

21.2 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

21.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

21.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's end users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

22. CUSTOMER INQUIRIES/END USER NOTICES

22.1 Except as otherwise provided in this Attachment, CARRIER shall be the primary point of contact for CARRIER's LWC End Users with respect to the services CARRIER provides such LWC End Users.

23. SURVIVAL

23.1 In addition to and without affecting the general applicability of the survival provisions elsewhere in the Agreement, including without limitation to this Attachment and its Appendices, the following terms and conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Sections 13 (Intercarrier Compensation Responsibilities), 16 (Billing and Payment of Rates and Charges and Billing Disputes), 19 (End User Fraud), and 25 (Preservation of Legal Positions); LWC APPENDIX LIDB AND CNAM – QUERY, Sections 8 (Limitation of Liability), 9 (Confidentiality), and 11 (Disclaimer of Representations and Warranties); APPENDIX LWC LIDB AND CNAM – SMS, Sections 9 (Confidentiality), 10 (Limitation of Liability), and 11 (Disclaimer of Representations and Warranties).

24. PUBLICITY

24.1 **SBC-13STATE** agrees that CARRIER may refer to **SBC-13STATE**, orally and in writing, as CARRIER's "underlying network provider." Any other reference to one Party by the other requires written consent of the first Party.

25. PRESERVATION OF LEGAL POSITIONS

25.1 Except as specifically modified by this Attachment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

25.2 It is the express intent of the Parties that this Agreement (including without limitation this Attachment is a commercial arrangement that is not subject to Sections 251 and/or 252, or any similar state law. However, in the event that this Agreement (including without limitation this Attachment) is subjected to any of the foregoing and/or is terminated or invalidated pursuant to Sections 15.2 and/or 15.3 of this Attachment or otherwise, it is the express intent and agreement of the Parties that neither of them shall be deemed or otherwise determined to have waived, and each Party shall have hereby expressly reserved, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in any relevant interconnection agreement(s) (including intervening law rights asserted by either Party via written notice predating this Attachment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into any interconnection agreement(s) between them as of the effective date of this Attachment or which may be the subject of further government review *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98;and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).—The foregoing shall apply with respect to each **SBC-13STATE** States, and shall apply retroactively to prior to the effectiveness of this Attachment, where this Attachment is (i) subjected to Sections 251 and/or 252, or any similar state law, but not terminated or invalidated as may be permitted herein, and then applicable as to any person or entity not a Party to this Attachment, and/or (ii) is so terminated or invalidated. This provision shall be liberally construed in accordance with its intent, so as to ensure that the respective positions of the Parties with respect to any such orders, decisions, legislation or proceedings and any remands thereof (including under any relevant interconnection agreement(s)), shall not have been affected as a result of or otherwise arising from this Attachment in those states where this Attachment is subjected to Sections 251 and/or 252, or any similar state law, or is so terminated or invalidated.

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APPENDIX LWC 800

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APPENDIX LWC 800
(Toll Free Calling Database)

1.   INTRODUCTION/DESCRIPTION

1.1   This·Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between **SBC-13STATE** and CARRIER, and sets forth the terms and conditions for use of the Toll Free Calling Database as part of LWC.

1.2   As part of LWC, the use of the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) originating from a LWCAL where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Use of the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

1.3   Use of the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 or other toll free number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.   GENERAL TERMS AND CONDITIONS

2.1   Use of the Toll Free Calling Database provided under the Agreement and this Appendix is only available as part of and use in conjunction with LWC.

2.2   Use of the Toll Free Calling Database is offered separate and apart from other network capabilities that may be available for use as part of LWC, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the terms and conditions that may be applicable for such related elements, and in no way shall this Appendix be construed to circumvent the terms and conditions as specified for such related elements. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by **SBC-13STATE**).

2.3   Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

2.4.   CARRIER acknowledges and agrees that CCS/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 **SBC-13STATE**'s CCS/SS7 network and its Toll Free Calling Database. CARRIER further agrees that **SBC-13STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-13STATE**'s CCS/SS7 network to guard against these detrimental effects.

2.5   During periods of Toll Free Calling Database system congestion, **SBC-13STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-13STATE**'s Toll Free Calling Database. For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-13STATE**'s Toll Free Calling Database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-13STATE**'s Toll Free Calling Database. **SBC-13STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

2.6   CARRIER shall not use any Toll Free Calling Database information to copy, store, maintain or create any table or database of any kind or for any purpose.

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APPENDIX LWC
ALTERNATELY BILLED SERVICES
"ABS"

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APPENDIX LWC ALTERNATELY BILLED SERVICES "ABS"

1. INTRODUCTION/DESCRIPTION

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between SBC-13STATE and CARRIER, and sets forth the terms and conditions for "Alternatively Billed Services" or "ABS" (as defined herein). The ABS terms and conditions provided under the Agreement and this Appendix are only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by SBC-13STATE).

1.2 "Alternately Billed Services" or "ABS" means a service that allows either Party's end users to bill calls to accounts that may not be associated with the originating line, and includes all of the following call types terminated to or from an LWCAL:

- Local and intraLATA toll Collect calls,

- Local and intraLATA toll Bill-to-Third-Number calls, and

- Local and intraLATA toll Calling Card calls.

1.3 ABS calls can flow in either direction, for example, either originated by an SBC-13STATE end user and terminating to a CARRIER's LWCAL, or originated on a CARRIER's LWCAL and terminating to an SBC-13STATE end user. The Agreement and this Appendix therefore cover each Party's obligation to pay the other Party on an Intercarrier basis for ABS calls to or from either Party's end users when CARRIER is purchasing LWC.

1.3.1 ABS does not include any interLATA long distance charges assessed by an Interexchange Carrier (IXC), or any 900, 976 or other Information Services charges.

1.4 Because ABS traffic occurring up to and including the termination date of the Agreement will be billed and paid on an Intercarrier basis in the month following the termination date or later, the Parties acknowledge and agree that they will carry out this Appendix until the ABS traffic subject to it has been billed and paid on an Intercarrier basis, and will use commercially reasonable efforts to conclude all Intercarrier ABS billing, payments and/or credits no later than the 30th day following the termination date of the Agreement.

2. DAILY USAGE FILE (DUF) RATED MESSAGES

2.1 SBC-13STATE will record usage of all ABS traffic on LWCALs. The recorded ABS minutes of use will be transmitted to the CARRIER electronically on the Daily Usage File (DUF). See DUF and OSS LWC Appendices.

2.2 The ABS traffic will be expressed as "rated message," meaning the tariff rates applied to the individual call.

2.2.1 For ABS calls originating on the SBC-13STATE network and terminating to CARRIER's LWCALs, the rates for the ABS rated message will be as found in the applicable SBC-13STATE tariffs, as those tariffs may be amended from time to time.

2.2.2 For ABS calls originating by CARRIER's LWCALs and terminating to an SBC-13STATE end user, the rates for the ABS rated message will be as found in the applicable CARRIER tariffs, as those tariffs may be amended from time to time.

2.3 **SBC-13STATE** also records and transmits usage for third party local exchange carriers' ABS traffic accepted by either Party's end users. **SBC-13STATE** will pass through, in either direction, all third party traffic without re-rating the messages.

3. **INTERCARRIER PAYMENT OF ABS CHARGES AS A DISCOUNTED PURCHASE OF ACCOUNTS RECEIVABLE**

3.1 On a reciprocal basis, each Party hereby agrees to purchase from the other Party all of the other Party's ABS charges in a monthly Discounted Purchase of Accounts Receivable transaction. The Parties agree that the Discounted Purchase of Accounts Receivable permits the purchasing Party to own outright the other Party's ABS charges, and to collect those ABS charges as if they were its own, without recourse or further adjustment.

3.2 The reciprocal Purchase of Accounts Receivable Discount shall be 30% of the gross amount of ABS charges for that month, without adjustments of any kind.

3.2.1 The gross amount of ABS charges shall consist of the monthly total of all ABS rated messages received from the Party selling the ABS Accounts Receivables via DUF transmissions for that month.

3.2.1.1 When the Party selling the ABS Accounts Receivables is **SBC-13STATE**, the gross ABS amount may also include any third party LEC charges for ABS which **SBC-13STATE** paid to third party LEC.

3.2.1.2 When the Party selling the ABS Accounts Receivables is CARRIER, the gross amount will consist of all rated messages sent via a mutually agreeable industry standard mechanism (e.g., the "Return DUF" or other mutually acceptable electronic interface).

3.2.2 The Purchase of Accounts Receivable Discount shall be applied on a monthly basis. The resulting 70% net ABS amount shall be due and owing on the Bill Due Date.

3.3 Once the Purchase of Accounts Receivable Discount is applied to a given monthly ABS bill, the purchasing Party will thereafter not adjust, deduct, debit, or otherwise attempt to recourse back to the selling Party any ABS charges.

3.4 Settlement Calculation for Amount Due

a. Gross ABS Billings Sent to Billing Party (+)
b. Minus Discount for Purchase of Accounts Receivable (-)
c. Minus any mutually agreed adjustments for that month (-)
d. Equals Net Purchase of Accounts Receivable (a – b - c = d)
e. Late Payment Charges, if any (+)
f. Amount Due Party Selling Accounts Receivable (d + e = f)

3.5 Sample Calculation

a. $200,000.00 sent (for 50,000 calls)
b. Minus $60,000.00 for Discount for Purchase of Accounts Receivable
c. Minus $1,000.00 in mutually agreed adjustments
d. Equals $139,000.00 Net Purchase of Accounts Receivable
e. Plus $0.00 Late Payment Charge
f. Amount Due $139,000.00

4. BLOCKING ABS TRAFFIC

4.1 On a line by line basis, CARRIER may establish Toll Billing Exception (TBE) blocking at the terminating end of an LWCAL for collect and/or bill to third number calls. TBE blocking is subject to applicable ordering processes and service order charges as specified elsewhere in the Agreement for each specific State.

5. TAXES ON ABS CHARGES

5.1 The Party selling the ABS traffic as the Purchase of Accounts Receivable shall not add on any sales taxes, municipal fee surcharges, or other similar taxes to the ABS charges it sends to the Billing Party on either the Daily Usage Feed or the monthly ABS invoice.

5.2 When invoicing an end user, the Party Purchasing the Accounts Receivable shall be responsible for collection from the end user and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to end user charges billed under this Appendix.

6. BILLING END USERS AND RESPONDING TO END USER INQUIRIES

6.1 At its sole discretion, either Party may bill its end users for ABS calls transmitted by the other Party.

6.2 Nothing in this Appendix shall be construed as permission to use the other Party's corporate name, the name under which it is "doing business as," the company logo, trademarks, or service marks, or otherwise suggest that the ABS charges, once purchased as an Accounts Receivable, still belong to the originating network.

6.3 Each Party is responsible for answering inquiries or handling disputes from its own end users regarding the ABS charges contained on a bill.

7. MISCELLANEOUS TERMS AND CONDITIONS

7.1 This document contains the complete agreement between the Parties and supersedes all prior settlement agreements, negotiations and discussions between the Parties pertaining to ABS traffic for the term of the Agreement and this Appendix.

APPENDIX LWC LIDB AND CNAM – SMS

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APPENDIX LWC LIDB and CNAM – SMS

1. INTRODUCTION

1.1   This Appendix is an integral part of the Commercial Agreement for Local Wholesale Complete between **SBC-13STATE** and CARRIER (also referred to as "Customer"), and sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) and/or the CNAM Database provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in conjunction only with LWCALs purchased by Customer. This Appendix expressly does not apply to any LIDB or CNAM storage and/or administration for any method of Customer provisioning local exchange or other service except for LWC, or for any other LIDB or CNAM storage or administration for Customer or any entity acting on behalf of, or through any relationship with, Customer.

1.2   **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT** and **SBC NEVADA** do not own a LIDB. Additionally, **SBC NEVADA** and **SBC CONNECTICUT** do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:

    1.2.1   **SBC.MIDWEST REGION 5-STATE** stores and administers its LIDB information on **SNET DG**'s LIDB. **SBC MIDWEST REGION 5-STATE** stores and administers its CNAM information both on its CNAM Database and on **SNET DG**'s LIDB.

    1.2.2   **SBC CONNECTICUT** stores and administers its LIDB and CNAM information on **SNET DG**'s LIDB.

    1.2.3   **SBC NEVADA** stores and administers its LIDB and CNAM information on **SBC CALIFORNIA**'s LIDB.

1.3   Both **SBC CALIFORNIA** and **SNET DG** also provide LIDB and/or CNAM data storage and administration for LIDB and/or CNAM information for other carriers not a party to the Agreement.

1.4   At the time the Agreement is executed, **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** are consolidating their respective LIDB operations (including without limitation LIDB and CNAM information) onto **SNET DG**'s LIDB. When this consolidation is finished, **SNET DG** will operationally perform the LIDB operations for **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA**, and **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** will store and Administer their LIDB and CNAM information on **SNET DG**'s LIDB.

1.5   Data storage and administration on **SNET DG**'s LIDB for Validation Information and CNAM information for LWCALs will be pursuant to the Agreement, including without limitation this Appendix. Data storage and administration for GetData, Originating Line Number Screening (OLNS), and LIDB Data Screening in **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will be pursuant to an agreement between Customer and **SNET DG**. Additionally, Customer can obtain the full suite of LIDB and/or CNAM data storage and administration capabilities through a single agreement with **SNET DG**.

1.6   **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC CALIFONRIA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.7   **SBC MIDWEST REGION 5-STATE** means *Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.*

1.8   **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means *Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas.*

1.9   **SNET DG** - As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

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1.10 Any use of the possessive in the Agreement or this Appendix as applied to **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT** and **SBC NEVADA** will not indicate ownership but shall, *as of the consolidation of their respective LIDB operations to SNET DG,* indicate the relationship described in Sections 1.2 and 1.4.

2. DEFINITIONS

2.1 "**Account Owner**" means a telecommunications carrier, including **SBC-13STATE** and Customer, that provides an end user's local service and such carrier stores and/or administers the end user's associated line record information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.2 "**Administer**" or "**Administration**" means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its line record information in LIDB through interfaces agreed to between the Parties.

2.3 "**Alternate Billing Service**" ("**ABS**") means a service that allows a caller to bill calls to an account that might not be associated with the originating line. The three types of ABS calls are collect, calling card, and billed to a third party.

2.4 "**Assignment Authority**" means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.5 **Billed Number Screening (BNS) Query**" means a request to validate a request to bill a call collect to the called party or to a third number that is neither the calling nor the called party.

2.6 "**Calling Card Query**" means a request to validate the use of a calling card account.

2.7 "**Calling Name Database**" and/or "**CNAM Database**" means an **SBC MIDWEST REGION 5-STATE**'s Database containing Calling Name information that is separate from a LIDB.

2.8 "**Calling Name Information**" and/or "**CNAM Information**" means a telecommunications carrier's records of its subscriber's names associated with one or more end user-assigned ten-digit telephone numbers.

2.9 "**Custom Data Element**" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

2.10 "**Custom ID**" means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.11 "**Data Element**" means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Data Elements depending on the type of unique identifier.

2.12 "**Data Screening**" (or "**LIDB Data Screening**") means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.13 "**Database**" (or "**Data Base**") means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

2.14 "**GetData**" means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

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2.15 "GetData Query" means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

2.16 "Level 1 Data Screening" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

2.17 "Level 2 Data Screening" means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

2.18 "Local Service Request Process" or "LSR Process" means a process available to telecommunications carriers that use **SBC-12STATE** local switching to provide local service, which process is not compatible with electronic interfaces for the purposes of data storage and administration of information on a LIDB and/or CNAM Database.

2.19 "Originating Line Number Screening" ("OLNS") means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

2.20 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

2.21 "Standard Data Element" means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

2.22 "Validation Information" means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

2.23 "Validation Query" means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

3.1 The Line Information Data Base (LIDB) and CNAM Database are transaction-oriented databases that function as a centralized repository for data storage and retrieval. LIDB and CNAM Database are accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer telephone numbers and Special Billing Numbers (which includes CNAM data). CNAM Database contains name information associated with end user telephone numbers. LIDB and CNAM Databases accept Queries from various network facilities and provide return result, return error, and return reject Responses as appropriate. In **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT**, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB. **SBC MIDWEST REGION 5-STATE's** CNAM information also resides on the LIDB used by **SBC MIDWEST REGION 5-STATE**; however, CNAM Queries are currently processed in the **SBC MIDWEST REGION 5-STATE's** CNAM Database.

3.2 All CNAM Information is currently administered through a LIDB SMS.

3.3 **SBC-12STATE's** LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, line record in LIDB. **SBC-12STATE's** LIDB is also connected directly to an adjunct fraud monitoring system.

3.4 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level Data Elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require Customer to update its line records with new or different information. When LIDB is enhanced to contain new data elements, the Parties will mutually agree to a timeframe, which will generally not exceed six (6) months, for Customer to begin populating and maintaining the new data in LIDB. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

3.5   Customer will submit all requests to create, modify, and delete, line records in LIDB and/or CNAM Database through the interfaces described in Section 4 as appropriate. **SBC-12STATE** will not accept, and Customer will not send, manual update requests for data Administration (e.g., faxes and emails).

4. DATA STORAGE AND ADMINISTRATION PROVISIONING

4.1   LIDB and CNAM Service Management System (SMS) provides customer with the ability to store and Administer its information in a LIDB and/or CNAM Database. Electronic access to the LIDB SMS provides Customer with the capability to access and Administer Customer's line record information in LIDB.

4.2   Customer cannot use any of the interfaces **SBC-12STATE** provides under this Agreement (including without limitation this Appendix) to access and/or Administer any line records that are Administered by another Account Owner or entity. Customer is also unable to use any of the electronic interfaces to access and/or Administer any data for which Customer may be the Account Owner but for which Customer Administers such data through the LSR Process.

4.3   All Account Owners are solely responsible for Administering their records completely, accurately, and in a timely manner, including additions, changes, and deletions. **SBC-12STATE** will provide interfaces or processes that will allow Customer to Administer its data in such a manner. Customer will select the interface(s) it will use at the Operating Company Number (OCN) level. Customer will populate records for all working telephone numbers it provides and will Administer its data in such a manner that the accuracy of Response information and consistency of available data contained in the Database(s) are not adversely impacted. All data (irrespective of the Database in which it is stored) is Administered from a LIDB Service Management System (SMS).

4.4   Electronic Interfaces - **SBC-12STATE** has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. The Parties agree that Customer may use the electronic interface(s) to Administer any line record Customer maintains in **SBC-12STATE**'s LIDB and/or CNAM Database that is also Administered through the same type of interface (provided, however that the use of the LIDB and/or CNAM Database pursuant to this Appendix is limited to LWC only).

    4.4.1   These interfaces and their capabilities are not compatible with, nor can they be used in conjunction with, the LSR Process described in this Section 4 (below).

    4.4.2   Service Order Entry Interface

        4.4.2.1   The Service Order Entry Interface allows Customer to provide bulk updates from its service order process or other data source (such as back office systems) to the LIDB SMS. Such bulk updates must be formatted as set forth in relevant **SBC-12STATE** documentation which **SBC-12STATE** will provide to Customer at no additional charge. Customer can combine the use of the Service Order Entry Interface with the Interactive Interface.

        4.4.2.2   **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will provide the interface within one hundred eighty days (180) from Customer's request unless otherwise offered earlier.

    4.4.3   Interactive Interface

        4.4.3.1   The Interactive Interface provides Customer with the ability to have its own personnel access Customer's records via an application screen that is presented on a computer monitor. This interface requires Customer to purchase third-party terminal emulation software. **SBC-12STATE** will provide documentation for the use of this interface at no additional charge. Customer can combine the use of the Interactive Interface with the Service Order Entry Interface.

        4.4.3.2   **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will provide Customer with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

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4.4.4 LSR Process

4.4.4.1 The LSR Process is an optional process available only to Customer and only for those Customer's accounts that:

4.4.4.1.1 are provided through the use of LWC.

4.4.4.1.2 use a separate operating company number (OCN) than provided through an arrangement that does not use an **SBC-13STATE** provided local switching network element.

4.4.4.1.3 are not resold by End User and/or Customer to another party.

4.4.4.1.4 The LSR Process allows Customer to create and Administer its data through an **SBC-13STATE** service order flow and is initiated and maintained by Customer's submission of Local Service Requests.

4.4.4.2 Customer will provide complete information in its LSR so that Customer's line record(s) can be populated completely, accurately, and in a timely manner. If Customer's LSR does not contain information needed to populate a LIDB data element, the LIDB SMS may insert default information instead. However, use of default information does not relieve Customer of its responsibility for providing complete, accurate, and timely information. Customer will use its best efforts to replace all default information with correct information in a timely manner and Customer will bear sole responsibility for any claim or damage resulting from the use of any default information by third parties who obtained the information from the database except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.

4.4.4.3 If Customer wishes to create a Custom Data Element(s) Administered through the LSR Process, Customer would need to request changes to the LSR process by requesting negotiations of an amendment to the Agreement and/or this Appendix for the ability to support the creation and administration of such Custom Data Element(s). Nothing in the Agreement (including without limitation this Appendix) obligates or otherwise commits **SBC-13STATE** to agree to negotiate for any such Custom Data Element(s), or to reach any agreement on any such requested Custom Data Element(s). The Parties agree that any dispute over Customer's request and/or any ensuing negotiations shall only be subject to those dispute resolution processes provided for in the Agreement that solely involve Customer and **SBC-13STATE** personnel and representatives. Each Party hereby waives and otherwise surrenders any right or ability, at law, equity, or otherwise, to pursue any negotiation request/negotiation dispute or unresolved issues regarding such requested Custom Data Element(s) before any appropriate court, any federal or state regulatory agency, or any other governmental body. To the extent that the Parties may mutually agree on Custom Data Element(s), Customer will champion any requested LSR changes through the all applicable forums and/or committees (including, as may be applicable, any change management processes), and Customer will include in the design phase of these changes what actions the SMS should take if Customer omits its Custom Data Element(s) from the LSR.

4.5 Data Migration

4.5.1 Customer will coordinate all requests to migrate data to or from **SBC-12STATE**'s LIDB and/or CNAM Database with its new Database provider. When **SBC-12STATE** is the new Database provider, **SBC-12STATE** will coordinate with Customer to establish all dates for the exchange of line record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). Customer is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration. Customer is responsible for deleting, or arranging for the deletion, of its records in the Database of its old Database provider.

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4.6   LIDB Editor

    4.6.1   **SBC-12STATE** will provide Customer with contact of personnel who can access the LIDB Editor when a LIDB SMS is unable to access LIDB or is otherwise inoperable for the sole purpose of updating Validation Information due to fraud. Customer will confirm all such updates through its selected interfaces.

4.7   Audits

    4.7.1   **SBC-12STATE** will audit all records in the Database against the LIDB SMS on a regular basis. **SBC-12STATE** will also audit all applicable line records in the SMS against the appropriate **SBC-13STATE** billing system on a regular basis. Line records subject to an audit between the SMS and the **SBC-13STATE** billing system include all records Administered through an **SBC-13STATE** service order process, including the LSR Process Customer may have obtained through another agreement.

    4.7.2   Once yearly, Customer will request a file containing all of its line record information which Customer will audit against its own sources and Customer will correct any discrepancies within fifteen (15) business days of receiving the audit file. Customer can request additional audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable Customer requests for such files.

    4.7.3   Data Screening Verification

        4.7.3.1   **SBC-12STATE** will accept Customer requests for verification of Customer's Level 2 Data Screening requests only from Customer's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time.

4.8   Fraud Monitoring

    4.8.1   **SBC-12STATE**'s fraud monitoring system(s) provides Customer with notification messages. Notification messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide Customer with notification messages as follows:

        4.8.1.1   **SBC-12STATE** will provide notification messages to Customer's designated contact on suspected occurrences of ABS-related fraud on Customer's accounts stored in the applicable LIDB.

        4.8.1.2   Customer understands that the fraud monitoring system's notification messages only identify potential occurrences of fraud. Customer understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Customer understands and agrees that it will also need to determine what, if any, action Customer should take as a result of a notification message.

        4.8.1.3   For each notification message provided to Customer, Customer may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. Customer may request up to three reports per notification message.

    4.8.2   In **SBC-12STATE**, ABS-related notification messages are provided to Customer at no additional charge.

    4.8.3   **SBC-13STATE** shall not be liable to Customer for any fraud associated with Customer's LWC End User's account.

4.9   The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving ABS and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

4.10 <u>LIDB Data Screening</u>

4.10.1 LIDB Data Screening is a security application that provides Customer with the capability of allowing, denying, or limiting a Query originator's access to Customer's data that is stored on **SBC-12STATE**'s LIDB(s). Customer can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and per-LIDB basis.

4.10.2 The ability to allow limit, or deny Query originators to Customer's data provides Customer with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

4.10.3 **SBC-12STATE** will not share with Customer the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, **SBC-12STATE** will work cooperatively with Customer to implement and manage Customer's own Data Screening needs.

5. MANNER OF PROVISIONING

5.1 **SBC-12STATE** will input information provided by Customer into LIDB and/or CNAM Database for the NPA-NXXs and/or NXX-0/1XXs that Customer will store in **SBC-12STATE**'s LIDB and/or CNAM Database. Customer shall provide all information needed by **SBC-12STATE** to fully and accurately populate all Standard Data Elements in a LIDB line record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information.

5.2 <u>Forecasts</u>

5.2.1 Customer will provide forecasts at least thirty (30) days in advance of any event(s) that is likely to result in significant change in Customer's data store and/or volume of Database updates.

5.2.2 If **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage and/or processing capability, prior to the initial loading of Customer information, **SBC-12STATE** will notify Customer of **SBC-12STATE**'s inability to provide data storage and administration until such time as **SBC-12STATE** gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will need to request such additional data storage and Administration and/or processing capability by requesting negotiations of an amendment to the Agreement and/or this Appendix, and **SBC-12STATE** will have no liability to Customer while **SBC-12STATE** gains such requested data storage and administration and/or processing capability. Nothing in the Agreement (including without limitation this Appendix) obligates or otherwise commits **SBC-13STATE** to agree to negotiate for such requested data storage and Administration and/or processing capability, or to reach any agreement on such an amendment to provide such storage and Administration and/or capability. The Parties agree that any dispute over Customer's request and/or any ensuing negotiations shall only be subject to those dispute resolution processes provided for in the Agreement that solely involve Customer and **SBC-13STATE** personnel and representatives. Each Party hereby waives and otherwise surrenders any right or ability, at law, equity, or otherwise, to pursue any negotiation request/negotiation dispute or unresolved issues regarding such requested additional data storage and Administration and/or processing capability before any appropriate court, any federal or state regulatory agency, or any other governmental body.

5.2.3 In addition to and without qualifying any other limitation of liability provision contained in this Agreement (including without limitation this Appendix), if Customer does not provide **SBC-12STATE** with reliable forecast information, **SBC-12STATE** shall not be liable for any service degradation that may occur, including without limitation, loss of service.

5.3 Customer is responsible for all line records for which Customer is the Account Owner. This includes all data, data Administration, line records that Customer creates, and/or line records that are transferred to Customer

as a result of Customer becoming the provider of local service to the LWC End User(s) associated with such line records.

5.4 Customer will Administer its data in **SBC-12STATE**'s LIDB in such a manner that accuracy of response information and consistency of available data contained within LIDB and/or CNAM Database are not adversely impacted. Customer's Administrative responsibilities include, but are not limited to:

    5.4.1 Populating all Standard Data Elements defined for **SBC-12STATE**'s LIDB and/or CNAM Database.

    5.4.2 Deleting line records from **SBC-12STATE**'s LIDB and/or CNAM Database when Customer migrates such line records from an **SBC-12STATE**'s LIDB and/or CNAM Database to another Database unless Customer otherwise arranges with **SBC-12STATE** to delete such records on Customer's behalf.

    5.4.3 Deleting line records from **SBC-12STATE**'s LIDB associated with LWC End Users that disconnect from or otherwise leave Customer's service.

    5.4.4 If Customer resells the local services associated with its line records to a third party, and those line records remain in an **SBC-12STATE**'s LIDB and/or CNAM Database, Customer will Administer those records through the electronic interfaces **SBC-12STATE** offers in Section 4 of this Agreement, so that companies Querying **SBC-12STATE**'s LIDB and/or CNAM Database will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

    5.4.5 Customer will create its line records as soon as possible, but in no event later than twenty-four (24) hours of providing the LWC End User with dial tone.

    5.4.6 Customer will delete its line records as soon as possible, but in no event later than twenty-four (24) hours of the LWC End User's disconnection (including when LWC End User leaves Customer for another local service provider).

5.5 Customer will use the same electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.6 **SBC-12STATE** will provide the capability needed to perform Query/Response functions on a call-by-call basis for Customer's line records residing in an **SBC-12STATE** LIDB.

5.7 With respect to all matters covered by this Agreement, each Party shall adopt and comply with **SBC-12STATE**'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB SMS and the fraud monitoring system, as set forth in **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** may change those practices from time to time. Such changes will be made available to Customer in a timely manner.

5.8 Administration of the SCP on which LIDB and/or CNAM Database resides, as well as any system or Query processing logic that applies to all data resident on an **SBC-12STATE**'s LIDB and/or CNAM Database is the responsibility of **SBC-12STATE**. Customer acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB and/or CNAM Database, including any such records Administered by Customer over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary, in its reasonable judgment, to ensure the successful operation and Administration of **SBC-12STATE**'s SCP, LIDB, and/or CNAM Database.

5.9 **SBC-12STATE** will, at its sole discretion, allow or negotiate any and all access to an **SBC-12STATE**'s LIDB and/or CNAM Database for all Query-types supported by these Databases. Customer does not gain any ability, by virtue of this Appendix or any other provision of the Agreement, to determine which companies are allowed to access information in an **SBC-12STATE**'s LIDB and/or CNAM Database. Customer acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB and/or CNAM Database, such Query originators will also have access to Customer's data that is also stored in such **SBC-12STATE**'s LIDB and/or CNAM Database unless Customer otherwise invokes Level 2 Data Screening.

5.10 The following applies only to **SBC SOUTHWEST REGION 5-STATE**

5.10.1 If Customer provisions its local services using LWC and does so by issuing Local Service Requests (LSRs) to **SBC SOUTHWEST REGION 5-STATE**, Customer will identify, through a registration form or ballot, how Customer's line records will be created, transferred and/or Administered on an ongoing basis prior to issuing any LSR. If Customer is already issuing LSRs, the requirements of this Section will only be applicable if Customer desires to modify how its line records will be created, transferred, and/or Administered.

5.10.2 If Customer is a competitive local exchange carrier that has arranged to have LIDB records transferred to its ownership related to the migration of the associated End Users to LWC, without changes to the previous local service provider's end user information, such transfers will include all end user information, including calling card account information. Customer will confirm that all LIDB data elements for such line records are correct by making a subsequent update to the record that changes the value of the record status indicator to stable. If Customer does not set the record status indicator to a stable value, the record will be deemed abandoned and **SBC SOUTHWEST REGION 5-STATE** may delete the record as follows:

5.10.2.1 On the seventh day following transfer of ownership, **SBC SOUTHWEST REGION 5-STATE** may change all billing options to deny values;

5.10.2.2 On the twenty-first (21st) day following transfer of ownership, **SBC SOUTHWEST REGION 5-STATE** may delete the line record; and

5.10.2.3 For purposes of calculating the seventh and twenty-first day, **SBC SOUTHWEST REGION 5-STATE** will count the day of the line record's ownership transfer as zero.

5.11 LIDB Data Screening

5.11.1 **SBC-12STATE** is responsible for initiating, modifying, or deactivating Level 1 Data screening. Customer is responsible for initiating, modifying, or deactivating Level 2 Data Screening. LIDB Data Screening applies to all query traffic that uses the same Originating Point Code.

5.11.2 Customer will use an interface designated by **SBC-12STATE** to notify **SBC-12STATE** of Customer's Level 2 Data Screening requests. **SBC-12STATE** will accept such blocking requests from Customer only from Customer's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE**.

5.11.3 Customer will Administer its LIDB Data Screening Requests according to methods and procedures developed by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. The Parties will work cooperatively to administer Customer's Level 2 Data Screening in a timely and efficient manner.

5.11.4 If an entity with appropriate jurisdictional authority determines that **SBC-12STATE** cannot offer Level 2 Data Screening and/or determines that **SBC-12STATE** cannot comply with Customer's request for Level 2 Data Screening, the Parties agree that **SBC-12STATE** will not abide by Customer's requests for such Data Screening and **SBC-12STATE** will not have any liability to Customer for not providing such Data Screening.

5.11.5 If Customer, or Customer's affiliate(s), also originate Queries to **SBC-12STATE**'s LIDB(s) and Customer and/or Customer's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in **SBC-12STATE**'s LIDB, Customer may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If Customer has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that **SBC-12STATE** can remove any prior Level 2 Data Screening that Customer has received.

5.11.6 LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

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5.11.7 *Customer is responsible for addressing all disputes (whether formal or informal) regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. Customer agrees that, based upon a request from a Query originator,* **SBC-12STATE** *will identify to such Query originator the presence of Level 2 Data Screening.*

5.11.8 Customer understands that **SBC-12STATE** may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from **SBC-12STATE**'s LIDB on an Account Owner basis. Customer further understands that where available, **SBC-12STATE** will honor such requests from Query originators.

5.12 GetData and Custom Data Elements

5.12.1 The Parties will work together for the efficient creation and administration of Customer's Custom Data Elements as set forth following:

5.12.2 **SBC-12STATE** will establish all Assignment Authorities and Custom IDs for all Account Owners for all Custom Data Elements.

5.12.3 Customer will confirm to **SBC-12STATE**'s SMS administrators that Customer has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements Customer requests to create. **SBC-12STATE** will, upon request, work with Customer to recommend processes and procedures that may assist Customer in its efforts. To the extent that any new process or procedure will result in changes to **SBC-12STATE**'s SMS or its interfaces, such changes will be done pursuant to the BFR Process.

5.12.4 Customer will abide by **SBC-12STATE** methods and procedures for creating Custom Data Elements.

5.12.5 Customer will Administer all Custom Data Elements it creates through the same data administration interface it uses to Administer its Standard Data Elements.

5.12.6 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. Customer will not ask for, and **SBC-12STATE** will not provide, Customer with a list of other Account Owners' Custom Data Elements.

5.12.7 Customer will not create a Custom Data Element when a Standard Data Element has already been deployed on **SBC-12STATE**'s LIDB. If Customer has created a Custom Data Element and a Standard Data Element is subsequently deployed on **SBC-12STATE**'s LIDB for the same Data Element, Customer will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 Customer acknowledges that many different companies, including **SBC-13STATE**, query Customer's LIDB information to determine the eligibility of Customer's LWC End Users to receive or generate charges. Therefore, when a LIDB Response identifies that Customer's LWC End User has decided in advance to accept charges received or generated on its account, but the LWC End User refuses to pay for such charges, Customer will Administer the LWC End User's line record such that the line record identifies blocks for such charges. Also, for accounts that Customer identifies as being able to receive or generate charges, Customer will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Agreement.

6.1.1 Customer will bill the appropriate charges to its LWC End Users, on behalf of **SBC-13STATE** or a third party.

6.1.2 Customer will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the LWC End User directly.

6.2 Customer understands that if Customer chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to Customer's subscribers.

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7. PRICING

7.1 Except for the creation of customized capabilities such as Custom Data Elements, if any, there are no additional charges for data storage and Administration through the interfaces described above in this Agreement. Pricing for requests to create such customized capabilities that require the addition of hardware and/or software (including, where applicable, changes to LSR Processing) will be separately negotiated.

8. MISCELLANEOUS

8.1 Customer will place orders under this Appendix through its account manager.

8.2 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel **SBC-12STATE** or Customer to terminate the Agreement, **SBC-12STATE** and Customer shall have no liability to the other in connection with such termination.

8.3 In the event of termination or expiration of the Agreement or this Appendix, Sections 8.3, 9, 10, and 11 shall survive such termination or expiration.

8.4 Either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

9. CONFIDENTIALITY

9.1 In addition to GT&C Confidentiality Section, Non-Disclosure, of the Agreement, both Parties agree to limit their use of carrier proprietary information customer and proprietary network information received from the other in accordance with the provisions of Sections 222(a) and (b) of the Act.

9.2 Customer shall comply with all applicable requirements of 47 U.S.C. § 222 (and implementing FCC decisions thereunder), and, where accessing CPNI or CARRIER proprietary information via Get Data, Customer agrees to indemnify, defend and hold **SBC-12STATE** harmless against any claim made by an person, including any End User or governmental entity against **SBC-12STATE**.

10. LIMITATION OF LIABILITY

10.1 This Section is in addition to other applicable limitations of liability and indemnification provisions set forth elsewhere in the Agreement, including without limitation Attachment LWC.

10.2 In no event shall **SBC-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the authorized or unauthorized use of any data obtained hereunder by any entity.

10.3 **SBC-13STATE** will not be liable for any damages resulting from or arising out of Customer's failure to provide forecast information as set forth in Section 5 of this Agreement.

10.4 **SBC-12STATE** is furnishing access to its Databases to facilitate Customer's provision of services and capabilities authorized under this Appendix, but not to ensure against the risk of call non-completion. or to ensure the successful provision of any service or capability. LIDB and/or CNAM data is the product of routine business service order activity, End User contact, and/or fraud investigations. LIDB AND/OR CALLING NAME INFORMATION PROVIDED TO CUSTOMER BY **SBC-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CALLING NAME INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CALLING NAME INFORMATION IS PROVIDED; PROVIDED, HOWEVER, THAT **SBC-13STATE** SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH ACCURATE AND COMPLETE DATA REGARDING **SBC-13STATE** RETAIL END USERS. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, **SBC-13STATE** SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES.

11. DISCLAIMER OF WARRANTIES

11.1 IN ADDITION TO ANY DISCLAIMER OF WARRANTIES APPLICABLE TO THE AGREEMENT, WITH RESPECT TO THIS APPENDIX, **SBC-13STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR PRODUCTS IT PROVIDES UNDER THIS AGREEMENT OR THAT ARE CONTEMPLATED TO BE PROVIDED UNDER THIS AGREEMENT. ADDITIONALLY, **SBC-13STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CUSTOMER WHEN THIS DATA IS ACCESSED AND USED BY ANY PARTY, INCLUDING WITHOUT LIMITATION, A THIRD PARTY.

APPENDIX LWC LIDB AND CNAM - QUERY

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APPENDIX LWC LIDB AND CNAM – QUERY

1. INTRODUCTION

1.1 This Appendix is an integral part of the Commercial Agreement for Local Wholesale Complete between **SBC-13STATE** and CARRIER (also referred to as "Customer"), and sets forth the terms and conditions for querying the LIDB and/or CNAM databases provided by the applicable SBC Communications Inc. (SBC)-affiliated Incumbent Local Exchange Carrier (ILEC) in conjunction only with LWCALs purchased by Customer. This Appendix expressly does not apply to any LIDB or CNAM Querying for any method of Customer provisioning local exchange or other service except for LWC, nor does it apply to any other LIDB or CNAM Querying for Customer or any entity acting on behalf of, or through any relationship with, Customer.

1.2 **SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT** and **SBC NEVADA** do not own a LIDB. Additionally, **SBC NEVADA** and **SBC CONNECTICUT** do not own a CNAM Database. Each of those SBC ILECs obtain their LIDB and/or CNAM Database services as follows:

    1.2.1 **SBC MIDWEST REGION 5-STATE** queries its LIDB information on **SNET DG**'s LIDB.

    1.2.2 **SBC MIDWEST REGION 5-STATE** queries its CNAM information on its CNAM Database.

    1.2.3 **SBC CONNECTICUT** queries its LIDB and CNAM information on **SNET DG**'s LIDB.

    1.2.4 **SBC NEVADA** queries its LIDB and CNAM information on **SBC CALIFORNIA**'s LIDB.

1.3 The terms, conditions, and prices for Query access in the Agreement (including without limitation this Appendix) will apply to Customer's Query access from services that are provided by using LWCALs only.

1.4 Any use of the possessive in this Appendix as applied to **SBC NEVADA, SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will not indicate ownership but shall indicate the relationship described in Section 1.2.

1.5 At the time the Agreement is executed, **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** are consolidating their respective LIDB operations (including without limitation LIDB and CNAM information) onto **SNET DG**'s LIDB. When this consolidation is finished, **SNET DG** will operationally perform the LIDB operations for **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA**, and LIDB and CNAM queries from **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** will be made on **SNET DG**'s LIDB.

    1.5.1 Any use of the possessive in this Appendix as applied to **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** will not indicate ownership but shall, as of the consolidation of their respective LIDB operations to **SNET DG,** indicate the relationship described in this Section 1.5.

1.6 **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC CONNECTICUT**.

1.7 **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.8 **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas.

1.9 **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

2. DEFINITIONS

2.1 "Account Owner" means a telecommunications carrier, including **SBC-13STATE** and Customer, which stores and/or administers line record information and/or group record information in a Party's LIDB and/or CNAM Database.

2.2 "**Affiliate**" is as defined in the Act.

2.3 "**Alternate Billing Service**" ("**ABS**") means a service that allows a caller to bill calls to accounts that my not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

2.4 "**Assignment Authority**" means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.5 "**Billed Number Screening (BNS) Query**" means a request to validate a request to bill a call collect to the called party or to a third number that is neither the calling nor the called party.

2.6 "**Calling Card Query**" means a request to validate the use of a calling card account.

2.7 "**Calling Name Database**" and/or "**CNAM Database**" means an **SBC MIDWEST REGION 5-STATE**'s *Database containing Calling Name Information that is separate from a LIDB.*

2.8 "**Calling Name Delivery Service**" ("**CNDS**") means a service provided to an end user customer that enables such customer to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from a Database and delivered to said customer's premises between the first and second ring for display on compatible customer premises equipment (CPE).

2.9 "**Calling Name Information**" and/or "**CNAM Information**" means a telecommunications company's records of its subscriber's names associated with one or more customer-assigned ten-digit telephone numbers.

2.10 "**CNAM Query**" *means a Query that requests CNAM Information from an* **SBC-12STATE** LIDB and/or CNAM Database.

2.11 "**Common Channel Signaling (CCS) Network**" means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS Network.

2.12 "**Custom Data Element**" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, OLNS, and CNAM Queries cannot retrieve Custom Data Elements.

2.13 "**Custom ID**" means a two-to five-digit code-set assigned by the LIDB owner to each Custom Data Element stored in LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.14 "**Database**" (or "**Data Base**") means an integrated collection of related data as well as the platform on which the collection of data exists that contains the processing logic capable of using such data in transaction processing. In the case of LIDB and the CNAM Database, the Database is the line number and related line information as well as the Query processing logic.

2.15 "**Data Element**" means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Data Elements depending on the type of unique identifier.

2.16 "**End User**" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by any Party. As used herein, the term "End Users" does not include any of the Parties to the Agreement with respect to any item or service obtained under this Appendix.

2.17 "**GetData**" means the capability of a LIDB owner to both create Custom Data Elements and to process and respond to GetData Queries.

2.18 "GetData Query" means a LIDB Query that allows a company to customize its data request from LIDB to obtain Data Elements that are not related to calling card PINs.

2.19 "Line Information Data Base (LIDB)" means a transaction-oriented Database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS Networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts Queries from other network elements and provides return result, return error, and return reject Responses as appropriate. Examples of information that Account Owners might store in LIDB and in their line records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information. In **SBC CALIFORNIA, SBC SOUTHWEST REGION 5-STATE** and **SBC CONNECTICUT**, LIDB and CNAM are not separated, instead, CNAM information is contained in LIDB. CNAM information also resides on the LIDB used by **SBC MIDWEST REGION 5-STATE**, however, CNAM Queries are currently processed in **SBC MIDWEST REGION 5-STATE**'s CNAM Database.

2.20 "LIDB Data Screening" (or "Data Screening") means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.21 "Originating Line Number Screening" ("OLNS") means a specific type of LIDB Query that requests the originating call processing, billing, and service profiles of an originating line.

2.22 "Originating Point Code" ("OPC") means a code assigned to identify Customer's system(s) that originate LIDB and/or CNAM Queries.

2.23 "Personal Identification Number" ("PIN") means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.24 "Point Code" means a 9-digit code that identifies a Service Platform connected to the CCS/SS7 network that is capable of sending, processing, or receiving S7 messages. A Point Code may be referred to either as an Originating Point Code or a Terminating Point Code.

2.25 "Query" means a message that represents a request to a Database for information.

2.26 "Query Transport Rate" means a per-Query usage rate that applies to certain Queries transported from an **SBC-13STATE** STP to the SCP where the LIDB and/or CNAM Database resides and back.

2.27 "Response" means an SS7 message that, when appropriately interpreted, represents an answer to a Query.

2.28 "Service Control Point" ("SCP") means a common CCS Network node where the Calling Name Database resides.

2.29 "Service Platform" means a physical platform that interfaces with Customer's service logic. A service platform may be a telephony switch, an SCP, or any other platform capable of appropriately interacting with Customer's service logic.

2.30 "Service Switching Point" ("SSP") means the software capability within a Signaling Point that provides the Signaling Point with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

2.31 "Signaling Point" ("SP") means a CCS Network interface element capable of initiating and/or terminating SS7 messages.

2.32 "Signaling System 7" ("SS7") means the signaling protocol used by a CCS Network.

2.33 "Signaling Transfer Point" ("STP") means a CCS Network node that performs a packet switching function for routing signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs), and other STPs in order to query Databases. In order to connect to an **SBC-13STATE**'s SS7 network, Customer (or a third party transporting Customer's CNDS Queries) must connect with an **SBC-13STATE** STP in order to connect to that **SBC-13STATE**'s SCP.

2.34 "**Standard Data Element**" means a data element in LIDB and/or CNAM Database that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

2.35 "**Terminating Point Code**" means a 9-digit code that identifies the network node that will receive a Query or a Response.

2.36 "**Validation Query**" means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. DESCRIPTION OF SERVICE

3.1 **SBC-13STATE** will provide Customer with per-Query access to **SBC-12STATE**'s LIDB and/or CNAM Database under the Agreement (including without limitation this Appendix) only when Customer is using LWC to provision basic analog local exchange telecommunications service and only when such Queries are launched from an **SBC-13STATE** Service Platform.

3.2 **SBC-12STATE**'s LIDB accepts the following types of Queries:

3.2.1 Calling Card Query

3.2.2 Billed Number Screening Query

3.2.3 Originating Line Number Screening Query (OLNS)

3.2.4 GetData Query

3.2.5 CNAM Query

3.2.6 With the exception of SBC Southwest and SBC West, GetData and OLNS Query access to **SNET DG**'s LIDB will be pursuant to a separate agreement between Customer and **SNET DG**.

3.3 Neither Party's access to a LIDB and/or a CNAM Database will necessarily include access to all of the data of all Account Owners resident on such Database. LIDB owners, including **SBC-12STATE**, comply with Account Owners' requests to restrict access to their data from specific Service Platforms (e.g., end offices and operator services platforms). When such limits apply, they apply to all companies whose Queries use the same Originating Point Code as the Service Platform being restricted.

3.4 The Agreement including without limitation this Appendix does not provide Customer with Query access to any third-party Database, or third-party network that provides transport to and/or from such third-party Database or network, unless **SBC-13STATE** also queries such Database for its own end users. **SBC-13STATE** shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. Customer does not gain the ability, by virtue of this Appendix, to determine what Database owning companies **SBC-13STATE** will Query, or what third-party networks **SBC-12STATE** will use to reach such Databases.

3.5 LIDB and/or CNAM data is the result of routine service order processing and contacts between Account Owners and their End Users. As such, the information in LIDB and/or CNAM Database is dynamic and represents information that is only as accurate as provided by the party storing such data and only as of the time such data is stored.

3.6 Timing of LIDB and/or CNAM Queries in relation to the services that Customer provides will have an impact regarding the relative accuracy of the information Customer receives. For example, Customer's Queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had Customer Queried LIDB and/or CNAM Database at the time Customer's service provisioning took place.

3.7 Account Owners are solely responsible for the accuracy and completeness of the line records they store in **SBC-12STATE**'s LIDB and/or CNAM Database; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those line to the extent inaccuracies and/or incompleteness is due to Account Owner Administration. Customer will resolve any disputes regarding data accuracy with the appropriate Account Owner.

4. MANNER OF PROVISIONING

4.1 **SBC-13STATE** may employ certain automatic and/or manual overload controls to protect **SBC-13STATE**'s CCS/SS7 network(s). Network Management controls found necessary to protect LIDB and/or CNAM Database from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

4.2 All Customer's Queries to an **SBC-12STATE**'s LIDB and/or CNAM Database shall use the following translations types: 005 for CNAM Queries and 253 for all other LIDB Queries (including GetData). Customer shall use a subsystem number in the calling party address field that is mutually agreed to by the Parties.

5. FORECASTS

5.1 Customer will provide forecasts at least thirty (30) days in advance of any event(s) that is likely to result in significant change in Customer's Query usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new Data Elements.

5.2 If **SBC-12STATE** determines that it lacks adequate processing capability to provide the requested Query access, **SBC-12STATE** will notify Customer of **SBC-12STATE**'s inability to provide the requested service(s) under the Agreement (including without limitation this Appendix) until such time as **SBC-12STATE** gains adequate processing capability. **SBC-12STATE** will take reasonable commercial efforts to obtain the needed processing capability, however, **SBC-12STATE** will have no liability to Customer pending these efforts while **SBC-12STATE** gains such needed processing capacity.

5.3 Notwithstanding the foregoing, if Customer determines that it does not require real-time GetData Query access, but can manage its GetData Query volumes into off-peak days and hours, and such Query management would not result in **SBC-12STATE** exhausting its Query-processing capacity, the Parties may mutually agree upon dates and times during which Customer will launch its Queries, until adequate capacity is available.

5.4 In addition to and without qualifying any other limitation of liability provision contained in the Agreement (including without limitation this Appendix), if Customer does not provide **SBC-12STATE** with reliable forecast information as set forth in this Section 5, **SBC-12STATE** shall not be liable for any service degradation that may occur, including without limitation, loss of service.

6. OWNERSHIP OF INFORMATION

6.1 Account Owners depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database(s) retain full and complete ownership and control over such information. Customer shall not obtain any ownership interest by virtue of the Agreement (including without limitation this Appendix).

6.2 Upon request from an Account Owner whose data Customer is accessing, Customer will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which Customer uses such Account Owner's information. Customer shall provide information with enough specificity that the Account Owner can verify that such purposes are consistent with this Appendix.

6.2.1 Upon request, Customer will provide **SBC-12STATE** with a designated contact (name, telephone number, and email address) which **SBC-12STATE** can use in referring Account Owner(s) to Customer.

6.3 Unless expressly authorized in writing between the Parties, Customer will use CNAM Query only for the purpose of delivery of Calling Name Information by Customer to Customer's LWC End Users who are provided CNDS. Customer may use CNAM Query for such authorized purpose only on a call-by-call basis. Customer may not store for future use any non-Customer data that Customer accesses from **SBC-12STATE**'s LIDB and/or CNAM Database(s).

6.4 Customer will not copy, store, maintain, or create any table or database of any kind based upon information Customer receives in a Response from any of **SBC-12STATE**'s LIDB and/or CNAM Databases.

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6.5 In any agreement or tariff in which Customer provides CNDS to its LWC End Users, Customer will prohibit such LWC End Users from maintaining or creating any table or database from any Response from an **SBC-12STATE**'s Database and providing such table or database to third parties.

6.6 In addition to any other remedies available at law or in equity or under the Agreement, if Customer use LIDB Query and/or CNAM Query and/or Response Information for any purpose not specifically authorized under the Agreement (including without limitation this Appendix), **SBC-13STATE** may immediately terminate the Agreement and stop providing access to **SBC-12STATE**'s LIDBs and/or CNAM Databases, including the service that launches the Query, without liability to Customer and/or any LWC End Users.

6.7 The Parties may use reports on Query usage and Query usage statistics and information similar to Query usage statistics to bill their Customers to estimate facilities usage needs, and for engineering, capacity, and network planning. **SBC-13STATE** may also use such statistics to aid other companies wanting to gain Query Access LDIB and/or CNAM Database. Customer may aggregate individual LIDB and/or CNAM Database usage statistics regarding the number of Customer's Queries and similar types of information during a specified time period, such as a month or a year. Customer will only publish such statistics in aggregate form and will ensure that all information not owned by Customer (including Account Owner names) is redacted and cannot reasonably be identified from the published materials.

6.8 Customer acknowledges that an Account Owner's End User information in LIDB and/or CNAM Database may contain Customer Proprietary Network Information or competitively sensitive information. Customer agrees that it will use such information only for the purposes permitted under this Appendix. Other than as identified in Section 7.8.1 below, Customer further agrees that it will not create lists or databases of any kind based upon GetData Responses from LIDB for any purpose including, without limitation, for marketing purposes and/or for competitive analysis.

6.8.1 The Parties agree, that for the purposes of validating accounts and billing and collections, the data Customer retrieves from **SBC SOUTHWEST REGION 5-STATE**'s and/or **SBC CALIFORNIA**'s LIDB through a GetData Query may be retained by Customer for ninety (90) days from the date on which Customer requested the data, whereupon Customer will delete or otherwise destroy the information. Customer understands that the data may become invalid if used for any purpose other than billing during that retention period. If Customer determines that it will need such information from an Account Owner for any period of time in excess of ninety (90) days from the date on which Customer requested the data, Customer will obtain authorization for such retention directly from the Account Owner of the information. Such authorization must be pursuant to a separate agreement directly between Customer and Account Owner.

6.9 In addition to any other remedies available at law or in equity, if Customer use Response Information for any purpose not specifically authorized under the Agreement (including without limitation this Appendix) **SBC-12STATE** may cease providing access to or block access to said data or other Data Element(s) as set forth following.

6.9.1 In the event Customer breach this provision and in addition to any other remedies available at law or in equity or under the Agreement, **SBC-13STATE** may terminate the Agreement upon ten (10) days written notice.

7. SURVIVAL

7.1 Sections 1, 2, 7, 8, 9, 10, 11, and 12 of this Appendix shall survive such termination or expiration of the Agreement, in whole or in part.

8. LIMITATION OF LIABILITY

8.1 This Section is in addition to other applicable limitations of liability and indemnification provisions set forth elsewhere in the Agreement, including without limitation Attachment LWC.

8.2 In no event shall **SBC-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the authorized or unauthorized use of any data obtained hereunder by any entity.

8.3　**SBC-13STATE** will not be liable for any damages resulting from or arising out of Customer's failure to provide forecast information as set forth in Section 5 of this Appendix.

8.4　**SBC-12STATE** is furnishing access to its Databases to facilitate Customer's provision of services and capabilities authorized under this Appendix, but not to ensure against the risk of call non-completion. or to ensure the successful provision of any service or capability. LIDB and/or CNAM data is the product of routine business service order activity, End User contact, and/or fraud investigations. LIDB AND/OR CALLING NAME INFORMATION PROVIDED TO CUSTOMER BY **SBC-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CALLING NAME INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CALLING NAME INFORMATION IS PROVIDED; PROVIDED, HOWEVER, THAT **SBC-13STATE** SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH ACCURATE AND COMPLETE DATA REGARDING **SBC-13STATE** RETAIL END USERS. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, **SBC-13STATE** SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES.

9.　CONFIDENTIALITY

9.1　In addition to Section 23, Non-Disclosure, of the Agreement, both Parties agree to limit their use of carrier proprietary information customer and proprietary network information received from the other in accordance with the provisions of Sections 222(a) and (b) of the Act.

9.2　Customer shall comply with all applicable requirements of 47 U.S.C. § 222 (and implementing FCC decisions thereunder), and, where accessing CPNI or CARRIER proprietary information via GetData, Customer agrees to indemnify, defend and hold **SBC-12STATE** harmless against any claim made by an person, including any End User or governmental entity against **SBC-12STATE**.

10.　MUTUALITY

10.1　For calls to and from LWC customers, Customer will make available to **SBC-13STATE** Query access to Customer's LIDB and/or CNAM information through a technically compatible Database either through self-provisioning or through a Database vendor. **SBC-13STATE** agrees to negotiate in good faith to reach an agreement with Customer or Database Vendor, as appropriate, for such Query access. If **SBC-13STATE** is unable to reach such agreement, chooses not to enter into an agreement with the applicable Database owner, or chooses to discontinue using the services of the applicable Database owner, Customer's LIDB and/or CNAM information will be unavailable to any customer and End Users that are served through **SBC-13STATE** Service Platforms.

11.　DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

11.1　IN ADDITION TO ANY DISCLAIMER OF WARRANTIES APPLICABLE TO THE AGREEMENT, WITH RESPECT TO THIS APPENDIX, **SBC-13STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR PRODUCTS IT PROVIDES UNDER THIS APPENDIX OR THAT ARE CONTEMPLATED TO BE PROVIDED UNDER THIS APPENDIX. ADDITIONALLY, **SBC-13STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY AN ACCOUNT OWNER WHEN THIS DATA IS ACCESSED AND USED BY ANY PARTY, INCLUDING WITHOUT LIMITATION, A THIRD PARTY.

12.　ASSIGNMENT

12.1　Either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

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13. PRICING

13.1 **SBC-13STATE** shall not charge Customer a separate per-query charge for any Query made from **SBC-13STATE** Service Platforms under this Appendix (Queries originated under the Agreement are included as part of the Service Platform offering, depending upon the type of **SBC-13-STATE** Service Platform used to launch the Query).

APPENDIX LWC OSS

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APPENDIX LWC OSS

(OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete between **SBC-13STATE** and CARRIER, and sets forth terms and conditions for use of Operations Support Systems (OSS) "functions" for pre-ordering, ordering, provisioning, maintenance/repair, and billing that **SBC-13STATE** makes available to CARRIER in conjunction with Local Wholesale Complete (LWC).

2. DEFINITIONS

2.1 "LSC" means the Local Service Center (LSC).

2.2 "LOC" means the Local Operations Center (LOC).

2.3 "Service Bureau Provider" or "SBP" means a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CARRIER's local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Proper Use of OSS interfaces:

3.1.1 For **SBC-13STATE**, CARRIER agrees to use **SBC-13STATE** OSS electronic interfaces, as offered herein, for pre-order, order, provisioning, maintenance and repair, and billing activity solely related to Local Wholesale Complete. CARRIER may not access or otherwise use the OSS functionality offering herein for any other purpose whatsoever. Failure to comply with reasonable security practices or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, CARRIER shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any misuse of **SBC-13STATE**'s OSS included but not limited to unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from systems, workstations or terminals used by CARRIER employees, agents, or any third party gaining access through information and/or facilities obtained from, or utilized by CARRIER, or on behalf of CARRIER and shall pay **SBC-13STATE** for any and all damages caused by such actions.

3.2 Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user or has obtained an authorization to become the end user's Local Service Provider.

3.2.1 In **SBC-13STATE** regions, CARRIER must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.2.2 Throughout **SBC-13STATE** region, CARRIER is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CARRIER's failure to obtain proper CPNI consent from an end user.

3.3 In the event **SBC-13STATE** has good cause to believe that CARRIER has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CARRIER is doing business shall give CARRIER written notice describing the alleged misuse ("Notice of Misuse"). CARRIER shall immediately refrain from the alleged misuse until such time that CARRIER

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responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CARRIER agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.4   In the event CARRIER does not agree that the CARRIER's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

    3.4.1   If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CARRIER shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CARRIER has implemented a mutually agreeable remedy to the alleged misuse.

    3.4.2   To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.5   When mechanized processes are not available, CARRIER shall be permitted to use manual processes. When using manual processes, CARRIER will use the **SBC-13STATE** manual forms and populate such forms via electronic input and submit the forms via facsimile to the Local Service Center (LSC). CARRIER will be billed the electronic service order charge.

3.6   **SBC-13STATE** will continue to provide notification of changes to **SBC-13STATE** LSOR (Local Service Ordering Requirements) document consistent with the notification intervals in the **SBC-13STATE** Change Management Process.

3.7   **SBC-13STATE**, at its discretion, will define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual provider's tariffs; therefore, use of either the field or valid entries within the field is based on the provider's tariffs/practices."

3.8   Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out consistent with the notification intervals in the **SBC-13STATE** Change Management process.

3.9   CARRIER is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications".

4.   PRE-ORDERING

4.1   **SBC-13STATE** will provide access to pre-order functions at parity with what it provides itself, its affiliate(s) and any other CLEC to support CARRIER ordering of Local Wholesale Complete. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CARRIER so that CARRIER order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2   **Pre-Ordering functions include**

    4.2.1   Feature/Service Availability

        4.2.1.1   Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user or has obtained an authorization to become the end user's Local Service Provider.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the end user (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.2.6 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.2.7 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.2.8 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.3 Electronic Access to Pre-Order Functions

4.3.1 Local Wholesale Complete Pre-order Interface Availability

4.3.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.3.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CARRIER's own negotiation system.

4.4 Other Pre-order Function Availability

4.4.1 Where pre-ordering functions are not available electronically, CARRIER will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request. CARRIER will be billed the electronic service order charge.

4.4.2 Data Validation Files are available for the purpose of providing CARRIER with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CARRIER with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch

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Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5.   ORDERING/PROVISIONING

5.1   **SBC-13STATE** provides access to ordering functions to support CARRIER provisioning of Local Wholesale Complete via one or more electronic interfaces. Real time access to ordering functions will be made available to CARRIER at parity with what SBC-13STATE provides to itself or its affiliate(s) or any other CLEC. To order Local Wholesale Complete, CARRIER will format the local service request (LSR) to identify what features, services, or elements it wishes. **SBC-13STATE** to provision in accordance with **SBC-13STATE** LSOR ordering requirements. **SBC-13STATE** will provide CARRIER access to one or more of the following systems or interfaces:

5.2   *Service Order Request System Availability*

5.2.1   **SBC-13STATE** makes available to CARRIER an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Local Wholesale Complete, CARRIER and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Local Wholesale Complete ordering requirements, dependent on operating region.

5.2.2   For **SBC-13STATE**, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Local Wholesale Complete. Web-based LEX is accessible via a web-based Toolbar.

5.3   Provisioning for Local Wholesale Complete in **SBC-13STATE**

SBC-13STATE will provision Local Wholesale Complete as detailed in CARRIER order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1   For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CARRIER to check service order status.

5.3.2   For EDI ordering, **SBC-13STATE** will provide, and CARRIER shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6.   MAINTENANCE/REPAIR

6.1   Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for Local Wholesale Complete. Upon request, CARRIER may access these functions via the following methods:

6.1.1   In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CARRIER to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2   In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CARRIER and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add

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Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CARRIER and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 **SBC-13STATE** will bill CARRIER for Local Wholesale Complete. **SBC-13STATE** will send associated billing information to CARRIER as necessary to allow CARRIER to perform billing functions. At minimum **SBC-13STATE** will provide CARRIER billing information in a paper format, or via 18-track magnetic tape or CD (where available), as agreed to between CARRIER and **SBC-13STATE**. Such alternate bill media will be made available to CARRIER consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Local Wholesale Complete will be available via the following interfaces:

7.2.1 **SBC-13STATE** makes available to CARRIER a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CARRIER's paper bill.

7.2.2 In **SBC SOUTHWEST REGION 5-STATE**, CARRIER may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Toolbar.

7.2.3 In **SBC-13STATE**, CARRIER will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for Local Wholesale Complete in the industry standardized Exchange Message Interface (EMI) format.

7.2.4 In **SBC-13STATE**, CARRIER will receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For LWCs this loss notification indicates when CARRIER's LWC End Users change their Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 CARRIER must access OSS interfaces as specified by **SBC-13STATE**. Currently access is provided via a Remote Access Facility. For **SBC SOUTHWEST REGION 5-STATE**, the LRAF currently located in Dallas, TX will be used. The PRAF in Fairfield, CA currently handles **SBC-2STATE**. The ARAF, located in Chicago, IL, presently serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, currently handles **SBC CONNECTICUT**. Each of these four xRAFs will provide CARRIERs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CARRIER may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions, in accordance herewith, in any **SBC-13STATE** where CARRIER has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. **SBC13-STATE** reserves the right to modify connectivity requirements and RAF locations. All changes will be conveyed to CARRIER in advance of implementation.

8.2 Presently, CARRIER may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CARRIER shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CARRIER to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC-2STATE** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC CONNECTICUT** SRAF. CARRIER shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CARRIER to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.

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8.3 Presently, CARRIER shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CARRIER shall have one valid Internet Protocol (IP) network address per region. CARRIER shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CARRIER's behalf. CARRIER shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 CARRIER shall attend and participate in implementation meetings to discuss CARRIER LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CARRIER agrees that interconnection of CARRIER data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CARRIER and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.2.1 CARRIER shall notify **SBC-13STATE** immediately, upon termination of employment of an individual user with approved access to the **SBC-13STATE**'s OSS interface(s) via a user ID assigned by **SBC-13STATE**.

9.2.2 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.

9.3.2 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.3 In the event that there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.4 All network-related problems will be managed to resolution by the respective organizations, CARRIER, or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CARRIER and SBC -13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Monitoring

9.4.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CARRIER) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such

monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.4.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates. ORT is required unless CARRIER is already using CLEC OSS interface at the time of executing this LWC Agreement.

11. OSS TRAINING COURSES

11.1 Prior to live OSS interface usage, CARRIER must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. A separate agreement will be required as a commitment to enroll in training classes and pay for a specific number of CARRIER students in each class. *CARRIER can obtain a copy of the proposed contract and price list from their account manager.* Additionally, course descriptions and class schedules by region for CARRIER's will be available through their Account Manager. CARRIER training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CARRIER to devise its own course work for its own employees. If CARRIER is already live using **SBC-13STATE**'s CLEC OSS Interfaces at the time this contract was executed, this requirement for training language in Section 11 will only be applicable for new OSS interfaces that require separate training.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 **SBC-13STATE** shall allow CARRIER to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

12.2.1 CARRIER shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

12.2.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of CARRIER to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

APPENDIX LWC 911/E911

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