APPENDIX LIDB AND CNAM QUERIES

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC MISSOURI and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns **SBC MISSOURI**

1.3 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.4 **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 the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. DEFINITIONS

2.1 **"Database" (or Data Base)** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **SBC MISSOURI** that stores and/or administers line record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"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.

2.4 **"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 or the called party.

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

2.6 **"CNAM Query"** means a request to obtain the name associated with an originating line. CNAM Queries may also be referred to as "Generic Name Query" and "1188" Query.

2.7 **"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.

2.8 **"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.

2.9 **"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.

2.10 **"Data Clearinghouse"** means a service bureau for companies that arranges for the collection of data from various sources, including LIDB and/or CNAM Database to provide for the billing and/or provisioning of services, including validation, verification, and fraud control, that require data from multiple sources.

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 **"ENUM"** means a protocol developed in the Internet Engineering Task Force (ETF) Request for Comment (RFC) 2916 for fetching (searching and retrieving) Universal Resource Identifiers (URIs) given an International Telecommunications Union (ITU) E.164 number. ENUM translates an E.164 domestic or international telephone number into a series of Internet addresses or Universal Resource Identifiers (URIs).

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

2.14 **"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.

2.15 **"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.

2.16 **"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.

2.17 **"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.

2.18 **"Point Code"** means a 0-digit code that identifies a Service Platform connected to the CCS/SS7 network that is capable of sending, processing, or receiving SS7 messages. A Point Code may be referred to either as an Originating Point Code or a Terminating Point Code.

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

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

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

2.22 **"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.

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

3. DESCRIPTION OF SERVICE

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 customer telephone numbers. LIDB and CNAM Database accept Queries from other network elements and provide return result, return error, and return reject responses as appropriate. In **SBC SOUTHWEST REGION 5-STATE**, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB.

3.1 **SBC MISSOURI** will provide CLEC with per-Query access to **SBC MISSOURI**'s LIDB and/or CNAM Database under this Appendix only when Queries are originated directly from/by **SBC MISSOURI'**s Lawful ULS provided to CLEC pursuant to Appendix Lawful UNEs under Section 251 (c)(3) of the ACT, or **SBC MISSOURI'**s Service Platform that supports CLEC's use of such Lawful ULS. Any other Query access to **SBC MISSOURI'**s LIDB and/or CNAM Database will be pursuant to effective switched access tariffs (as

may be modified from time to time) and where no such tariffs exist, another agreement for LIDB and/or CNAM Database Queries.

3.2   **SBC MISSOURI**'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

3.3   Neither Parties' 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 MISSOURI**, 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 or restrictions apply to an **SBC MISSOURI**'s Service Platform(s), such restrictions and/or limitations will apply to all companies, including **SBC MISSOURI**, that generate queries from the restricted platform(s).

3.4   **SBC MISSOURI** shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. CLEC does not gain the ability, by virtue of this Appendix, to determine what Database owning companies **SBC MISSOURI** will Query or what third-party networks **SBC MISSOURI** 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 CLEC provides will have an impact regarding the relative accuracy of the information CLEC receives. For example, CLEC's Queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had CLEC Queried LIDB and/or CNAM Database at the time CLEC'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 MISSOURI**'s LIDB and/or CNAM Database; accordingly **SBC MISSOURI** is not responsible for the accuracy or completeness of those line records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.8   GetData

3.8.1   Should any judicial or regulatory entity having appropriate jurisdiction determine that **SBC MISSOURI** cannot offer GetData access to a particular LIDB Data Element(s) or that **SBC MISSOURI** cannot support CLEC's service using GetData access to LIDB, the Parties agree that CLEC will cease its GetData Queries for such Data Element(s) and that, where technically feasible, **SBC MISSOURI** can invoke LIDB Data Screening to deny such GetData Query access in accordance with the judicial or regulatory review.

3.8.2   Nothing in this Appendix obligates **SBC MISSOURI** to provide access to new and/or additional LIDB Data Elements unless **SBC MISSOURI** voluntarily agrees to provide such access.

3.8.3   GetData Queries are not monitored for fraud associated with Alternate Billing Services. GetData Queries are neither intended nor designed to validate requests for Alternate Billing Services and CLEC will not use GetData Queries for such validations. Any use of GetData Queries to perform validation of Alternate Billing Service requests will subject the End User of the associated billing account, the Account Owner of the billing account, the billing service provider for the Account Owner, CLEC, and/or others to increased fraud risks and/or uncollectibles. In such circumstances,

CLEC will bear full responsibility and sole liability for any and all damages, including, without limitation, increased fraud and/or uncollectibles.

3.8.4   The Parties agree to cooperatively test GetData for each service CLEC will offer using GetData Queries.

3.8.5   CLEC will not use GetData Queries to determine any Assignment Authority and/or Custom ID that has not been provided to CLEC by the Account Owner or by **SBC MISSOURI** on behalf of such Account Owner, or any other activities designed to obtain unauthorized access. Any action or activity by CLEC in violation of this provision shall authorize **SBC MISSOURI** to immediately block all access to LIDB and/or GetData functions of LIDB and terminate this Appendix.

4.   MANNER OF PROVISIONING

4.1   **SBC MISSOURI** may employ certain automatic and/or manual overload controls to protect **SBC MISSOURI**'s CCS/SS7 network. Network management controls found necessary to protect LIDB 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 LIDB and/or CNAM Database Queries that are generated from an **SBC MISSOURI** Service Platform will use the same translation type and subsystem number as are used by **SBC MISSOURI**'s retail service offering for the particular type of Query.

5.   FORECASTS

5.1   Prior to **SBC MISSOURI** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes broken down by type of Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC MISSOURI** determines that it lacks adequate processing capability to provide the requested Query access, **SBC MISSOURI** will notify CLEC of **SBC MISSOURI**'s inability to provide the requested service(s) under this Appendix until such time as **SBC MISSOURI** gains adequate processing capability. **SBC MISSOURI** will take reasonable commercial efforts to obtain the needed processing capability; however, **SBC MISSOURI** will have no liability to CLEC pending these efforts while **SBC MISSOURI** gains such needed processing capacity.

5.2   The requirements for initial forecast in Paragraph 5.1 will not apply to services CLEC provides through resale or Lawful unbundled local switch ports that were in operation pursuant to an interconnection agreement with **SBC MISSOURI** that was effective immediately prior to this interconnection agreement. CLEC will also not have to provide a forecast for each new resale and/or UNE-P customer that is added during the life of this agreement.

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

5.4   CLEC shall update its busy hour forecast each year on October 1 upon request by **SBC MISSOURI**.

5.5   During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's 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.

5.6   In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide **SBC MISSOURI** with reliable forecast information as set forth in this Section 6, **SBC MISSOURI** shall not be liable for any service degradation that may occur based on the lack of such reliable forecast information, including without limitation, loss of service.

6.   PRICE AND PAYMENT

6.1 When CLEC generates Queries from an **SBC MISSOURI** switch (e.g., end office switch, operator services switch, and directory assistance switch), **SBC MISSOURI** will recover the costs of such Queries from the service or network element CLEC purchased to launch such Queries.

7. OWNERSHIP OF INFORMATION

7.1 Companies that deposit information in **SBC MISSOURI**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

7.2 CLEC may use LIDB and/or CNAM Queries only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC accesses from **SBC MISSOURI**'s LIDB and/or CNAM Database. The Parties may use reports on Database usage and Database usage statistics and information similar to Database usage statistics to bill customers, estimate their facilities usage needs, and for engineering, capacity, and network planning. To the extent that CLEC has or obtains Database statistics regarding the number of CLEC's Queries, CLEC may aggregate such statistics and similar types of information during a specified time period, such as a month or a year. CLEC will publish such statistics only in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

7.3 Proprietary information residing in **SBC MISSOURI**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

7.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

7.3.2 PIN Number(s)

7.3.3 Billed Number Screening (BNS) indicators

7.3.4 Class of Service (also referred to as Service or Equipment)

7.3.5 Reports on LIDB and CNAM Query usage

7.3.6 Information related to billing for LIDB and CNAM Query usage

7.3.7 LIDB and CNAM Query usage statistics

7.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from an **SBC MISSOURI**'s LIDB and/or CNAM Database, for any purpose including without limitation, for marketing purposes and/or for competitive analysis, except as set forth in 7.8 for GetData.

7.5 CLEC may use Query access to **SBC MISSOURI**'s LIDB and/or CNAM Database to support any telecommunications service, including billing and collections, fraud control, and ENUM, provided however, that CLEC will use Validation Queries only in support of alternate billing services. All Validation Queries used for purposes other than alternate billing services will provide misleading information into the fraud monitoring system and can subject End Users and telecommunications service providers increased fraud exposure and denials of service. The foregoing notwithstanding, CLEC will use its best efforts to protect the privacy of the End User information it receives in Responses to its Queries.

7.6 Upon request from an Account Owner in **SBC MISSOURI**'s LIDB whose data CLEC is accessing, CLEC will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which CLEC uses such Account Owner's information.

7.7 Account Owners' information in LIDB and/or CNAM Database may contain Proprietary Network Information or competitively sensitive information. CLEC agrees that it will use such information only for such purposes permitted under this Appendix.

7.8 The Parties agree that when CLEC uses GetData to retrieve LIDB Data Elements for the purposes of account validation and for billing and collections, that CLEC may maintain the data it retrieves from **SBC**

MISSOURI's LIDB for ninety (90) days from the date on which CLEC requested the data, whereupon CLEC will delete or otherwise destroy the information. CLEC understands that the data may become invalid if used for any purpose other than billing during that retention period. If CLEC 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 CLEC requested the data, CLEC 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 CLEC and Account Owner.

7.9 In addition to any other remedies available at law or in equity, if CLEC use Response information for any purpose not specifically authorized under this Appendix, **SBC MISSOURI** may cease providing access to or block access to Data Element(s). Further, if such misuse continues after written notice from **SBC MISSOURI**, **SBC MISSOURI** may terminate this Appendix upon ten (10) days written notice. In the event of such termination, CLEC will remain obligated to pay **SBC MISSOURI** for any unpaid charges incurred under this Appendix (in addition to any remedies available to **SBC MISSOURI** at law or in equity).

8. TERM AND TERMINATION

8.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

8.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

8.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC MISSOURI** or CLEC to terminate the Appendix, **SBC MISSOURI** and CLEC shall have no liability to the other in connection with such termination.

9. LIMITATION OF LIABILITY

9.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Queries if the damages are related to LIDB Queries and the amount paid for CNAM Queries if damages are related to CNAM Queries.

9.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.3 In no event shall **SBC MISSOURI** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Query and/or CNAM Query purchasers.

9.4 **SBC MISSOURI** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC MISSOURI** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that line record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC MISSOURI** can furnish line record information only as accurate and current as the information has been provided to **SBC MISSOURI** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC MISSOURI**, in addition to the limitations of liability set forth, is not liable for inaccuracies in line record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC MISSOURI**'s willful misconduct or gross negligence.

9.5 LIDB AND/OR CNAM INFORMATION PROVIDED TO CLEC BY **SBC MISSOURI** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC MISSOURI** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CNAM INFORMATION

REGARDLESS OF WHOSE LIDB AND/OR CNAM INFORMATION IS PROVIDED. AND, **SBC MISSOURI** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF LIDB AND/OR CNAM INFORMATION.

9.6   CLEC acknowledges that **SBC MISSOURI**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC MISSOURI**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC MISSOURI**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC MISSOURI**'s willful misconduct or gross negligence.

9.7   CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.8   CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC MISSOURI**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC MISSOURI**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC MISSOURI** harmless from and defend and indemnify **SBC MISSOURI** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC MISSOURI**'s willful misconduct or gross negligence.

10.   COMMUNICATION AND NOTICES

10.1   Ordering and billing inquiries for the services described herein from **SBC MISSOURI** shall be directed to the Local Service Center (LSC).

11.   CONFIDENTIALITY

11.1   The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

12.   MUTUALITY

12.1   Whether or not CLEC is a Database owner, CLEC will make its LIDB and/or CNAM information available to **SBC MISSOURI** under terms, conditions, and prices contained in this Appendix. Where CLEC is not the Database owner, CLEC will use its best efforts to gain such comparable terms, conditions, and prices for **SBC MISSOURI** to Query CLEC's LIDB and/or CNAM information on the third-party's Database. Should

CLEC store its LIDB and/or CNAM information in a Database other than **SBC MISSOURI**'s, CLEC will make such information available to **SBC MISSOURI** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC MISSOURI** and the Database provider. **SBC MISSOURI** agrees to negotiate in good faith to reach such an agreement. If **SBC MISSOURI** is unable to reach such agreement, chooses not to enter into an agreement with such a Database provider, or chooses to discontinue using the services of such Database provider, CLEC acknowledges that such CLEC LIDB and/or CNAM information will be unavailable to any End User, including any CLEC's End Users, that are served by **SBC MISSOURI**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

13. ASSIGNMENT

13.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that 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.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.