

## **APPENDIX OSS - RESALE & UNE**

## TABLE OF CONTENTS

1. INTRODUCTION .....	3
2. RESERVED FOR FUTURE USE.....	3
3. GENERAL CONDITIONS.....	3
4. PRE-ORDERING.....	6
5. ORDERING/PROVISIONING.....	8
6. MAINTENANCE/REPAIR.....	10
7. BILLING.....	10
8. REMOTE ACCESS FACILITY .....	12
9. DATA CONNECTION SECURITY REQUIREMENTS.....	12
10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES .....	16
11. OSS TRAINING COURSES .....	16
12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY.....	17
13. MISCELLANEOUS CHARGES .....	17
14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS.....	17

## APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to LEVEL 3 for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/AMERITECH POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

### 2. RESERVED FOR FUTURE USE

### 3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once LEVEL 3 is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, LEVEL 3 will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in SBC SOUTHWEST REGION 5-STATE where a flat rate monthly OSS access and connectivity charge exists, if LEVEL 3 has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when LEVEL 3 elects to remain manual and not to use OSS in order to avoid SBC SOUTHWEST REGION 5-STATE’s flat rate monthly OSS charges.

- 3.2 Proper Use of OSS interfaces:

- 3.2.1 For SBC-13STATE, LEVEL 3 agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-13STATE. In addition, LEVEL 3 agrees that such use will comply with SBC-13STATE’s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, LEVEL 3 shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE’s OSS from LEVEL 3 systems, workstations or terminals or by LEVEL 3 employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by LEVEL 3 and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within SBC-13STATE regions, LEVEL 3’s access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier’s End User where LEVEL 3 has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User’s Local Service Provider.
- 3.3.1 In SBC-13STATE regions, LEVEL 3 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.

- 3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, **LEVEL 3** shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, **LEVEL 3** shall have obtained an authorization to become the End User's local service provider. Accessing such information by **LEVEL 3** shall constitute certification that **LEVEL 3** is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. **LEVEL 3** shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). **LEVEL 3** agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or **LEVEL 3** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by **LEVEL 3** of this section.
- 3.3.3 Throughout **SBC-13STATE** region, **LEVEL 3** is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of **LEVEL 3**'s failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, **LEVEL 3** agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **LEVEL 3** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **LEVEL 3** agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to **LEVEL 3**. In addition, **LEVEL 3** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **LEVEL 3** or other third parties against **SBC-13STATE** caused by or related to **LEVEL 3**'s use of any **SBC-13STATE** OSS.
- 3.5 In the event **SBC-13STATE** has good cause to believe that **LEVEL 3** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory **LEVEL 3** is doing business shall give **LEVEL 3** written notice describing the alleged misuse ("Notice of Misuse"). **LEVEL 3** shall immediately refrain from the alleged misuse until such time that **LEVEL 3** 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 **LEVEL 3** agrees with the allegation of misuse, **LEVEL 3** shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event **LEVEL 3** does not agree that **LEVEL 3**'s use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, **LEVEL 3** shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until **LEVEL 3** has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 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.

- 3.7 In order to determine whether LEVEL 3 has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of LEVEL 3's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of LEVEL 3's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit LEVEL 3 ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), LEVEL 3 shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate LEVEL 3 location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE.
- 3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and LEVEL 3 will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to LEVEL 3 within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. LEVEL 3 will also provide a single point of contact for technical issues related to LEVEL 3's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 SBC-13STATE will and LEVEL 3 may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. LEVEL 3 and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to 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 providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 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 as required by the Change Management process.
- 3.13 LEVEL 3 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”, or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

#### 4. PRE-ORDERING

4.1 **SBC-13STATE** will provide real time access to pre-order functions to support **LEVEL 3** ordering of Resale services and UNE. 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 **LEVEL 3** so that **LEVEL 3** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

#### 4.2 Pre-Ordering functions for Resale Services and UNEs include

##### 4.2.1 Feature/Service Availability

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

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. **LEVEL 3** agrees that **LEVEL 3**'s representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to **LEVEL 3**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

##### 4.2.3 Telephone Number Inquiry

**SBC-13STATE** provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry 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.

#### 4.3 The following are Pre-Order functions specific to UNEs

##### 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

**SBC-13STATE** provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

##### 4.3.2 Common Language Location Indicator (CLLI) Inquiry

**SBC-13STATE** provides CLLI code inquiry function.

##### 4.3.3 Connecting Facility Assignment (CFA) Inquiry

**SBC-13STATE** provides a CFA inquiry function.

#### 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

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

### 4.4 **Electronic Access to Pre-Order Functions**

#### 4.4.1 **Resale and UNE Pre-order Interface Availability**

4.4.1.1 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.

4.4.1.2 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 **LEVEL 3**'s own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides **LEVEL 3** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **LEVEL 3** has developed its own interface, allow **LEVEL 3** to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

#### 4.4.1.7 **Intentionally left blank**

4.4.1.8 **SBC CONNECTICUT** provides **LEVEL 3** access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications, currently grandfathered per CMP, is being retired via CMP, in March 2004. W-CIWin has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.1 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application, currently grandfathered per CMP, until its retirement is being retired in March 2004 and has been replaced with the Uniform GUI – Web-based Toolbar.

4.4.1.9 **SBC CONNECTICUT** also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

#### 4.5 Other Pre-order Function Availability

- 4.5.1 Where pre-ordering functions are not available electronically, **LEVEL 3** will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing **LEVEL 3** with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide **LEVEL 3** 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

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 (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support **LEVEL 3** provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, **LEVEL 3** will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide **LEVEL 3** 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 **LEVEL 3** 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 Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, **LEVEL 3** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.
- 5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.
- 5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides **LEVEL 3** with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).



5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports **LEVEL 3** initiated modification of service orders submitted electronically by **LEVEL 3** via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). **LEVEL 3** should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, **LEVEL 3** should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If **LEVEL 3** chooses to use SORD to issue orders and/or modify EASE generated orders, then **LEVEL 3** becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. **LEVEL 3** may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. **LEVEL 3** will be given a list generated by the LSC of **LEVEL 3** order errors, and **LEVEL 3** will be responsible for contacting their customer when necessary to clear an error. With **LEVEL 3** being the point of contact for their customer, **LEVEL 3** agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In **SBC CONNECTICUT**, Resale ordering is supported by W-CIWin (**SBC CONNECTICUT**'s proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, **LEVEL 3** and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

### 5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**

**SBC-13STATE** will provision Resale services and UNE as detailed in **LEVEL 3** 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 **LEVEL 3** to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

5.3.2 For EDI ordering, **SBC-13STATE** will provide, and **LEVEL 3** shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if **LEVEL 3** fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

## 6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, **LEVEL 3** 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 **LEVEL 3** 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 (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by **LEVEL 3** and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add 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. **LEVEL 3** and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides **LEVEL 3** with **SBC-7STATE** software that allows **LEVEL 3** to submit trouble reports and subsequently check status on trouble reports for **LEVEL 3** End-Users. TA will provide the ability to review the maintenance history of a converted Resale **LEVEL 3** account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC CONNECTICUT** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in September 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

## 7. BILLING

7.1 **SBC-13STATE** will bill **LEVEL 3** for Resold services and UNEs. **SBC-13STATE** will send associated billing information to **LEVEL 3** as necessary to allow **LEVEL 3** to perform billing functions. At minimum **SBC-13STATE** will provide **LEVEL 3** billing information in a paper format, or via 18-track magnetic tape, as agreed to between **LEVEL 3** and **SBC-13STATE**. Such alternate bill media will be made available to **LEVEL 3** consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

- 7.2.1 In **SBC-13STATE, LEVEL 3** may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may receive Bill Plus<sup>TM</sup>, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.
- 7.2.3 For Resale Services in **SBC CALIFORNIA, LEVEL 3** may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE, LEVEL 3** may elect to receive its bill on CD.
- 7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
- 7.2.6 In **SBC-13STATE, LEVEL 3** may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.7 **SBC-13STATE** will provide Loss Notifications. This notification alerts **LEVEL 3** that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.
- 7.2.8 In **SBC CONNECTICUT, LEVEL 3** may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In **SBC MIDWEST REGION 5-STATE, LEVEL 3** may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
  - 7.3.1 **SBC-13STATE** makes available to **LEVEL 3** 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 **LEVEL 3**'s paper bill.
  - 7.3.2 In **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
  - 7.3.3 In **SBC-13STATE, LEVEL 3** will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
  - 7.3.4 **SBC-13STATE, LEVEL 3** may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when **LEVEL 3**'s End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

## 8. REMOTE ACCESS FACILITY

- 8.1 LEVEL 3 must access OSS interfaces via a CLEC Remote Access Facility. For the SBC SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Each of these four xRAFs will provide LEVEL 3 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. LEVEL 3 may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where LEVEL 3 has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For SBC-13STATE, LEVEL 3 may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” LEVEL 3 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 LEVEL 3 to provide its own modems and connection to the SBC SOUTHWEST REGION 5-STATE LRAF, SBC CALIFORNIA PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. LEVEL 3 shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require LEVEL 3 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.
- 8.3 For SBC-13STATE, LEVEL 3 shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. LEVEL 3 shall maintain a user-id / password unique to each individual for accessing a SBC-13STATE OSS on LEVEL 3’s behalf. LEVEL 3 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 For SBC-13STATE, LEVEL 3 shall attend and participate in implementation meetings to discuss LEVEL 3 LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## 9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 LEVEL 3 agrees that interconnection of LEVEL 3 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 LEVEL 3 and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of

the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.2.3 **LEVEL 3** shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 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.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the **LEVEL 3** or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 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 **LEVEL 3** 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 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 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.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.3.5 In the event 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.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, **LEVEL 3** or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, **LEVEL 3** and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to **LEVEL 3** or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies**
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.
- 9.7 User Authentication**
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control**
  - 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
  - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization**
  - 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.
- 9.10 Software and Data Integrity**
  - 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
  - 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
  - 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
  - 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 Monitoring and Audit**
  - 9.11.1 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 CLEC) 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."*

9.11.2 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/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES**

10.1 Prior to live access to 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.

## **11. OSS TRAINING COURSES**

11.1 Prior to live system usage, **LEVEL 3** must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable **LEVEL 3** to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of **LEVEL 3** students in each class. **LEVEL 3** agrees that charges will be billed by **SBC-13STATE** and **LEVEL 3** payment is due thirty (30) days following the bill date. **LEVEL 3** agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which **LEVEL 3** has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among **LEVEL 3**, the **LEVEL 3**'s **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 **LEVEL 3** agrees to pay the cancellation fee of the full price noted in the separate agreement if **LEVEL 3** cancels scheduled classes less than two (2) weeks prior to the scheduled start date. **LEVEL 3** agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 **LEVEL 3** agrees that **LEVEL 3** personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.



- 11.6 **LEVEL 3** further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

## **12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY**

- 12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

## **13. MISCELLANEOUS CHARGES**

- 13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, **LEVEL 3** requesting the Bill Plus<sup>TM</sup>, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For **SBC-7STATE**, **LEVEL 3** requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-7STATE**, **LEVEL 3** requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 For **SBC-13STATE**, should **LEVEL 3** request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 13.5 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

## **14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS**

- 14.1 **SBC-13STATE** shall allow **LEVEL 3** to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, **LEVEL 3** shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
- 14.2.1 **LEVEL 3** shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where **LEVEL 3** 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.
- 14.2.2 **LEVEL 3**'s use of a Service Bureau Provider shall not relieve **LEVEL 3** of the obligation to abide by all terms and conditions of this Agreement. **LEVEL 3** must ensure that its agent properly performs all OSS obligations of **LEVEL 3** under this Agreement, which **LEVEL 3** delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of **LEVEL 3** 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 **LEVEL 3** provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from **LEVEL 3** that it has terminated its agency relationship with a Service Bureau Provider.

- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as **LEVEL 3**'s agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.