

APPENDIX WP EXHIBIT 1 SBC MISSOURI

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to LSP	Price Per Book Copy Delivered to LSP End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00
Excelsior Spgs.	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jeff Cty.	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Bootheel Area	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Booneville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
MO's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

¹ Subject To Availability

**APPENDIX WP
EXHIBIT 1
SBC OKLAHOMA**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to LSP	Price Per Book Copy Delivered to LSP End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Chickasha	\$3.46	\$4.90	\$2076.92	\$10.00
Oklahoma City	\$3.46	\$4.90	\$2076.92	\$10.00
Green Country	\$3.46	\$4.90	\$2076.92	\$10.00
Okmulgee	\$3.46	\$4.90	\$2076.92	\$10.00
Tulsa Business	\$3.46	\$4.90	\$2076.92	\$10.00
Tulsa Residence	\$3.46	\$4.90	\$2076.92	\$10.00
Bartelsville	\$1.19	\$2.10	\$241.17	\$10.00
Enid	\$1.19	\$2.10	\$241.17	\$10.00
Lawton	\$1.19	\$2.10	\$241.17	\$10.00
Muskogee	\$1.19	\$2.10	\$241.17	\$10.00
Stillwater	\$1.19	\$2.10	\$241.17	\$10.00
Ada	\$1.15	\$2.14	\$100.80	\$10.00
Altus	\$1.15	\$2.14	\$100.80	\$10.00
Southeast Oklahoma	\$1.15	\$2.14	\$100.80	\$10.00
Ardmore	\$1.15	\$2.14	\$100.80	\$10.00
N Seminole Area	\$1.15	\$2.14	\$100.80	\$10.00
Chandler	\$1.15	\$2.14	\$100.80	\$10.00
Duncan	\$1.15	\$2.14	\$100.80	\$10.00
Lake Texoma	\$1.15	\$2.14	\$100.80	\$10.00
Land of Lakes	\$1.15	\$2.14	\$100.80	\$10.00
Mcalister	\$1.15	\$2.14	\$100.80	\$10.00
Pauls Valley	\$1.15	\$2.14	\$100.80	\$10.00
Ponca City	\$1.15	\$2.14	\$100.80	\$10.00
Sallisaw	\$1.15	\$2.14	\$100.80	\$10.00
Spiro	\$1.15	\$2.14	\$100.80	\$10.00
Tahlequah/Westville	\$1.15	\$2.14	\$100.80	\$10.00
Western Okla. Regional	\$1.15	\$2.14	\$100.80	\$10.00
Woodward	\$1.15	\$2.14	\$100.80	\$10.00

¹ Subject To Availability

APPENDIX WP EXHIBIT I SBC TEXAS

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single-Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Albany	\$1.18	\$1.18	\$2.83	\$10.00
Alpine	\$1.18	\$1.18	\$2.83	\$10.00
Alvarado	\$1.18	\$1.18	\$2.83	\$10.00
Angleton	\$1.18	\$1.18	\$2.83	\$10.00
Anson	\$1.18	\$1.18	\$2.83	\$10.00
Atlanta	\$1.18	\$1.18	\$2.83	\$10.00
Aubrey	\$1.18	\$1.18	\$2.83	\$10.00
Bastrop	\$1.18	\$1.18	\$2.83	\$10.00
Beeville	\$1.18	\$1.18	\$2.83	\$10.00
Bellville	\$1.18	\$1.18	\$2.83	\$10.00
Borger	\$1.18	\$1.18	\$2.83	\$10.00
Bowie	\$1.18	\$1.18	\$2.83	\$10.00
Breckenridge	\$1.18	\$1.18	\$2.83	\$10.00
Bridge City	\$1.18	\$1.18	\$2.83	\$10.00
East Regional	\$1.18	\$1.18	\$2.83	\$10.00
Cameron	\$1.18	\$1.18	\$2.83	\$10.00
Canadian	\$1.18	\$1.18	\$2.83	\$10.00
Carthage	\$1.18	\$1.18	\$2.83	\$10.00
Center	\$1.18	\$1.18	\$2.83	\$10.00
Chillicothe	\$1.18	\$1.18	\$2.83	\$10.00
Childress	\$1.18	\$1.18	\$2.83	\$10.00
Cisco	\$1.18	\$1.18	\$2.83	\$10.00
Colorado City	\$1.18	\$1.18	\$2.83	\$10.00
SE Texas Area	\$1.18	\$1.18	\$2.83	\$10.00
Cotulla	\$1.18	\$1.18	\$2.83	\$10.00
Crane	\$1.18	\$1.18	\$2.83	\$10.00
Cuero	\$1.18	\$1.18	\$2.83	\$10.00
Edna	\$1.18	\$1.18	\$2.83	\$10.00
El Campo	\$1.18	\$1.18	\$2.83	\$10.00
Elgin	\$1.18	\$1.18	\$2.83	\$10.00
Farmersville	\$1.18	\$1.18	\$2.83	\$10.00
Ft. Stockton	\$1.18	\$1.18	\$2.83	\$10.00
Gainesville	\$1.18	\$1.18	\$2.83	\$10.00
Goliad	\$1.18	\$1.18	\$2.83	\$10.00
Graham	\$1.18	\$1.18	\$2.83	\$10.00
Gruver	\$1.18	\$1.18	\$2.83	\$10.00
Hempstead	\$1.18	\$1.18	\$2.83	\$10.00

¹ Subject to availability

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single-Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Hereford	\$1.18	\$1.18	\$2.83	\$10.00
Hillsboro	\$1.18	\$1.18	\$2.83	\$10.00
Jacksboro	\$1.18	\$1.18	\$2.83	\$10.00
Jefferson	\$1.18	\$1.18	\$2.83	\$10.00
Jewett	\$1.18	\$1.18	\$2.83	\$10.00
Kenedy	\$1.18	\$1.18	\$2.83	\$10.00
Kermit	\$1.18	\$1.18	\$2.83	\$10.00
Kirbyville	\$1.18	\$1.18	\$2.83	\$10.00
Lampasas	\$1.18	\$1.18	\$2.83	\$10.00
Liberty	\$1.18	\$1.18	\$2.83	\$10.00
Lockhart	\$1.18	\$1.18	\$2.83	\$10.00
Luling	\$1.18	\$1.18	\$2.83	\$10.00
Madisonville	\$1.18	\$1.18	\$2.83	\$10.00
Marlin	\$1.18	\$1.18	\$2.83	\$10.00
Mathis	\$1.18	\$1.18	\$2.83	\$10.00
McLean	\$1.18	\$1.18	\$2.83	\$10.00
Meridian	\$1.18	\$1.18	\$2.83	\$10.00
Mexia	\$1.18	\$1.18	\$2.83	\$10.00
Mineola	\$1.18	\$1.18	\$2.83	\$10.00
Mineral Wells	\$1.18	\$1.18	\$2.83	\$10.00
Monahans	\$1.18	\$1.18	\$2.83	\$10.00
Mt. Pleasant	\$1.18	\$1.18	\$2.83	\$10.00
Pampa	\$1.18	\$1.18	\$2.83	\$10.00
Pearsall	\$1.18	\$1.18	\$2.83	\$10.00
Pittsburg	\$1.18	\$1.18	\$2.83	\$10.00
Pleasanton	\$1.18	\$1.18	\$2.83	\$10.00
Port Arthur	\$1.18	\$1.18	\$2.83	\$10.00
Quanah	\$1.18	\$1.18	\$2.83	\$10.00
Refugio	\$1.18	\$1.18	\$2.83	\$10.00
Rockdale	\$1.18	\$1.18	\$2.83	\$10.00
Rockport	\$1.18	\$1.18	\$2.83	\$10.00
Rotan	\$1.11	\$1.11	\$2.83	\$10.00
San Augustine	\$1.18	\$1.18	\$2.83	\$10.00
S Central	\$1.18	\$1.18	\$2.83	\$10.00
Seminole	\$1.18	\$1.18	\$2.83	\$10.00
Shamrock	\$1.18	\$1.18	\$2.83	\$10.00
Sinton	\$1.18	\$1.18	\$2.83	\$10.00
Smithville	\$1.18	\$1.18	\$2.83	\$10.00
Snyder	\$1.18	\$1.18	\$2.83	\$10.00
Stanton	\$1.18	\$1.18	\$2.83	\$10.00
Strawn	\$1.18	\$1.18	\$2.83	\$10.00
Sweetwater	\$1.18	\$1.18	\$2.83	\$10.00
Taylor	\$1.18	\$1.18	\$2.83	\$10.00
Timpson	\$1.18	\$1.18	\$2.83	\$10.00
Uvalde	\$1.18	\$1.18	\$2.83	\$10.00

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single-Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Vernon	\$1.18	\$1.18	\$2.83	\$10.00
Wharton	\$1.18	\$1.18	\$2.83	\$10.00
Yoakum	\$1.18	\$1.18	\$2.83	\$10.00
Yorktown	\$1.18	\$1.18	\$2.83	\$10.00
Alice	\$1.11	\$1.11	\$5.99	\$10.00
Bandera	\$1.11	\$1.11	\$5.99	\$10.00
Bay City	\$1.11	\$1.11	\$5.99	\$10.00
Big Spring	\$1.11	\$1.11	\$5.99	\$10.00
Brazosport	\$1.11	\$1.11	\$5.99	\$10.00
Cleburne	\$1.11	\$1.11	\$5.99	\$10.00
Cleveland	\$1.11	\$1.11	\$5.99	\$10.00
Corsicana	\$1.11	\$1.11	\$5.99	\$10.00
Denison	\$1.11	\$1.11	\$5.99	\$10.00
Ellis County Area	\$1.11	\$1.11	\$5.99	\$10.00
Granbury	\$1.11	\$1.11	\$5.99	\$10.00
Greater Hunt County	\$1.11	\$1.11	\$5.99	\$10.00
Greater Orange/Bridge	\$1.11	\$1.11	\$5.99	\$10.00
Huntsville	\$1.11	\$1.11	\$5.99	\$10.00
S Greater Coastal Bend	\$1.11	\$1.11	\$5.99	\$10.00
Marshall	\$1.11	\$1.11	\$5.99	\$10.00
Nacogdoches	\$1.11	\$1.11	\$5.99	\$10.00
Nederland	\$1.11	\$1.11	\$5.99	\$10.00
New Braunfels	\$1.11	\$1.11	\$5.99	\$10.00
Orange	\$1.11	\$1.11	\$5.99	\$10.00
Paris-Honey Grove	\$1.11	\$1.11	\$5.99	\$10.00
Plainview	\$1.11	\$1.11	\$5.99	\$10.00
Sequin	\$1.11	\$1.11	\$5.99	\$10.00
Texas City	\$1.11	\$1.11	\$5.99	\$10.00
Weatherford	\$1.11	\$1.11	\$5.99	\$10.00
Abilene	\$1.14	\$1.14	\$32.62	\$10.00
Amarillo	\$1.14	\$1.14	\$32.62	\$10.00
Beaumont	\$1.14	\$1.14	\$32.62	\$10.00
El Paso	\$1.14	\$1.14	\$32.62	\$10.00
Galveston	\$1.14	\$1.14	\$32.62	\$10.00
Laredo	\$1.14	\$1.14	\$32.62	\$10.00
Longview	\$1.14	\$1.14	\$32.62	\$10.00
Lubbock	\$1.14	\$1.14	\$32.62	\$10.00
McKinney Area	\$1.14	\$1.14	\$32.62	\$10.00
Mid & South County	\$1.14	\$1.14	\$32.62	\$10.00
Midland	\$1.14	\$1.14	\$32.62	\$10.00
Odessa	\$1.14	\$1.14	\$32.62	\$10.00
Temple	\$1.14	\$1.14	\$32.62	\$10.00

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single-Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Tyler	\$1.14	\$1.14	\$32.62	\$10.00
Victoria	\$1.14	\$1.14	\$32.62	\$10.00
Waco	\$1.14	\$1.14	\$32.62	\$10.00
Wichita Falls	\$1.14	\$1.14	\$32.62	\$10.00
Corpus Christi	\$2.12	\$2.12	\$323.37	\$10.00
Rio Grande Valley	\$2.12	\$2.12	\$323.37	\$10.00
Austin (Bus)	\$3.42	\$3.42	\$531.48	\$10.00
Austin (Res)	\$3.42	\$3.42	\$531.48	\$10.00
Ft. Worth	\$3.42	\$3.42	\$531.48	\$10.00
San Antonio (Bus)	\$3.42	\$3.42	\$531.48	\$10.00
San Antonio (Res)	\$3.42	\$3.42	\$531.48	\$10.00
Dallas (Bus)	\$3.84	\$3.84	\$924.07	\$10.00
Dallas (Res)	\$3.84	\$3.84	\$924.07	\$10.00
Houston (Bus)	\$3.84	\$3.84	\$924.07	\$10.00
Houston (Res)	\$3.84	\$3.84	\$924.07	\$10.00

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

- 1.15 SBC MICHIGAN - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 SBC MIDWEST REGION 5-STATE - As used herein, 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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 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.
- 1.18 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 SBC OHIO - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 SBC OKLAHOMA - As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 SBC SNET - As used herein, SBC SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 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.
- 1.23 SBC TEXAS - As used herein, SBC TEXAS means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 SBC WISCONSIN - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In SBC MIDWEST REGION 5-STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and SBC MIDWEST REGION 5-STATE is facilitated via the existing LEC Settlement process in each state.
- 1.26 In SBC-2STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and SBC-2STATE is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and SBC SNET, is technically infeasible in SBC SNET.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 SBC SOUTHWEST REGION 5-STATE operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including SBC SOUTHWEST REGION 5-STATE and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to SBC SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SBC SOUTHWEST REGION 5-STATE's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to SBC SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, SBC SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay SBC SOUTHWEST REGION 5-STATE a processing charge in consideration of SBC SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including SBC SOUTHWEST REGION 5-STATE, when SBC SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 SBC SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, SBC SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold SBC SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 SBC SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC SOUTHWEST REGION 5-STATE. Any losses or damage for which SBC SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 SBC SOUTHWEST REGION 5-STATE 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 services provided hereunder. Additionally, SBC SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 SBC-4STATE - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 SBC-7STATE - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 SBC-8STATE - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 SBC-10STATE - As used herein, SBC-10STATE means SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 SBC KANSAS - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 SBC ILLINOIS - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.14 SBC INDIANA - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **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.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **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.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC SNET**, is **technically infeasible in SBC SNET**.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SBC SOUTHWEST REGION 5-STATE's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to SBC SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, SBC SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay SBC SOUTHWEST REGION 5-STATE a processing charge in consideration of SBC SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including SBC SOUTHWEST REGION 5-STATE, when SBC SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 SBC SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, SBC SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold SBC SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 SBC SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC SOUTHWEST REGION 5-STATE. Any losses or damage for which SBC SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 SBC SOUTHWEST REGION 5-STATE 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 services provided hereunder. Additionally, SBC SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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.

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (SBC MIDWEST REGION 5-STATE only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 SBC SNET - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SBC SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SBC SNET.
 - 1.3.1 CLECs interested in CMDS Hosting by SBC SNET may contact:
SBC SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370
- 1.4 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.5 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.6 SBC-4STATE - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 SBC-7STATE - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 SBC-8STATE - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 SBC-10STATE - As used herein, SBC-10STATE means SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.11 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.13 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.14 SBC KANSAS - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.15 SBC ILLINOIS - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.16 SBC INDIANA - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.17 SBC MICHIGAN - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.18 SBC MIDWEST REGION 5-STATE - As used herein, 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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.19 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.
- 1.20 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.21 SBC OHIO - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.22 SBC OKLAHOMA - As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.23 SBC SNET - As used herein, SBC SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.24 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.
- 1.25 SBC TEXAS - As used herein, SBC TEXAS means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.26 SBC WISCONSIN - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 "Bellcore Client Company Calling Card and Third Number Settlement System" (BCC CATS) - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer

of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

- 2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
 - 2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.3.22 The Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **"Full Status Revenue Accounting Office" (RAO)** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **"In Region Hosting" (SBC SOUTHWEST REGION 5-STATE only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.
- 2.7 **"Intercompany Settlements" (ICS)** - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **"Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs)** - facilities-based providers of local telecommunication services.

- 2.9 "Message Distribution" (Transmission) is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 "Non-Intercompany Settlement (NICS)" (SBC MIDWEST REGION 5-STATE only) is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.
- 2.11 "Non-Full Status Revenue Accounting Office" (RAO) - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (SBC-7STATE) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.
- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 (SBC-7STATE only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

- 4.1 (SBC MIDWEST REGION 5-STATE) Monthly Billing
- 4.1.1 Each month, SBC MIDWEST REGION 5-STATE shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
- 4.1.1.2 ICS settlement processing fee
- 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
- 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 SBC MIDWEST REGION 5-STATE shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 SBC MIDWEST REGION 5-STATE shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

- 4.1.5 CLEC must provide SBC MIDWEST REGION 5-STATE a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). SBC MIDWEST REGION 5-STATE advise Telcordia Technologies to convert the RAO code.
- 4.1.6 CLEC subscribing to Hosting services with SBC MIDWEST REGION 5-STATE prior to the effective date of this agreement and sharing an SBC MIDWEST REGION 5-STATE RAO may continue this service using SBC MIDWEST REGION 5-STATE RAO. One exception is when the CLEC is providing Hosting service using SBC MIDWEST REGION 5-STATE as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7 If access records are received from the CMDS system, SBC MIDWEST REGION 5-STATE shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC MIDWEST REGION 5-STATE and CLEC shall send/receive data in EMI format. SBC MIDWEST REGION 5-STATE and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to SBC MIDWEST REGION 5-STATE any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC MIDWEST REGION 5-STATE and the charges therefore deducted for reimbursement amount owing to SBC MIDWEST REGION 5-STATE. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.2 (SBC MIDWEST REGION 5-STATE) INTERCOMPANY SETTLEMENT (ICS)
 - 4.2.1 SBC MIDWEST REGION 5-STATE will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1 The call must be transported by a LEC.
 - 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
 - 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.
 - 4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3 (SBC MIDWEST REGION 5-STATE) NON-INTERCOMPANY SETTLEMENT (NICS)
 - 4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC, or messages originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State. For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
 - 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
 - 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
 - 4.3.4 CLECs subscribing to Hosting services with SBC MIDWEST REGION 5-STATE prior to the effective date of this agreement and sharing an SBC MIDWEST REGION 5-STATE RAO, may continue this

service using SBC MIDWEST REGION 5-STATE's RAO. One exception is when the CLEC is providing Hosting service using SBC MIDWEST REGION 5-STATE as an intermediary. In this situation, a Full Status RAO is required.

- 4.3.5 For calls originating and billing within a non- SBC MIDWEST REGION 5-STATE state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 In SBC SOUTHWEST REGION 5-STATE, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.
- 5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).
- 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.
- 5.2 (SBC MIDWEST REGION 5-STATE only)- CLEC shall pay a one-time set-up charge, half (1/2) due at contract signing and half (1/2) due with first billing and for services as set forth in Appendix Pricing.
- 5.3 (SBC MIDWEST REGION 5-STATE only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 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.

Exhibit A
Change Request by Carrier
SBC MIDWEST REGION 5-STATE

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.
5. System Embargo:
 - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DSL (Including Line Sharing or HFPL)

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APPENDIX DSL Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.13 **SBC ILLINOIS**- As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.14 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.17 **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.
- 1.18 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.19 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.20 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **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.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The prices, terms, and conditions herein are not applicable in **SBC SNET**. **SBC SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.26 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-12STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-986 (FCC 99-238), including the FCC's Supplemental Order issued in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-

370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 Subject to Section 6.4.4 below, the term "**conditioning**" as used herein shall refer to the removal by SBC-12STATE of load coils, excessive bridged tap (bridged tap in excess of 2,500 feet), and/or repeaters on an xDSL capable loop, subloop or HFPL upon request by CLEC at the conditioning rates set forth in Appendix Pricing to this Agreement, and subject to the terms and conditions set forth herein below.
- 2.4 The term "**Digital Subscriber Line**" ("**DSL**") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.5 The term "**excessive bridged tap**" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.6 "**High Frequency Portion of the Loop**" ("**HFPL**") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. SBC-12STATE shall only make the HFPL available to CLEC in those instances where SBC-12STATE also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.7 The term "**non-excessive bridged tap**" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 2.8 A loop technology that is "**presumed acceptable for deployment**" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.9 A "**non-standard xDSL-based technology**" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.10 "**Continuity**" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.11 "**Proof of Continuity**" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.12 "**xDSL Capable Loop**" is a loop that a CLEC may use to deploy xDSL technologies.
- 2.13 "**Acceptance Testing**" shall be defined as the joint testing for xDSL loops between SBC-12STATE's Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.14 "**Line Share Turn-Up Test**" shall be defined as the testing for central office continuity as more specifically described in Section 8.7, which will be performed by SBC-12STATE when CLEC orders an HFPL from SBC-12STATE hereunder.

- 2.15 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to SBC-12STATE's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.16 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.17 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes SBC-12STATE's HFPL offering unless otherwise noted.
- 3.2 SBC-12STATE will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. SBC-12STATE will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-12STATE does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 SBC-12STATE shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-12STATE has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SBC-12STATE and the state commission before or at the time of its request to deploy such technology within SBC-12STATE. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or SBC-12STATE, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC-12STATE facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.
- 3.6.2 For any technology, CLEC's use of any SBC-12STATE network element, or its own equipment or facilities in conjunction with any SBC-12STATE network element, will not materially interfere with or

impair service over any facilities of SBC-12STATE, its affiliated companies or connecting and concurring carriers involved in SBC-12STATE services, cause damage to SBC-12STATE's plant, impair the privacy of a communications carried over SBC-12STATE's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-12STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, SBC-12STATE will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC-12STATE does not believe the CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by SBC-12STATE must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications .
- 3.7.2 service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., SBC-12STATE) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.7.3 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.4 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.7.5 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case

in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

- 4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided in Sections 7.1 - 7.3 below. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet) on an existing loop is optional and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided in Sections 7.1 - 7.3 below. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:

4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).

4.1.5.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s

remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

- 4.1.5 When SBC-12STATE is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide SBC-12STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When SBC-12STATE traditional retail POTS services are disconnected, SBC-12STATE will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to Appendix Pricing.. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 SBC-12STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC-12STATE is not the retail POTS provider.
- 4.5 CLEC may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, SBC-12STATE shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Appendix.
- 4.6 SBC-12STATE shall be under no obligation to provision xDSL capable loops or the HFPL in any instance where physical facilities do not exist.
- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify SBC-12STATE as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify SBC-12STATE. Likewise, SBC-12STATE will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-12STATE will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 SBC-12STATE will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

- 4.8.1 Upon request by CLEC, SBC-12STATE will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC-12STATE will provide a loop to support the new technology for CLEC as follows:
 - 4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then SBC-12STATE will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Sections 7.1 - 7.3 below); provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
 - 4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.
 - 4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if SBC-12STATE or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC-12STATE or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC-12STATE or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.
- 4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. SBC-12STATE will not impose its own standards for provisioning xDSL services. However, SBC-12STATE will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 5.1 Splitter ownership:
 - 5.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually collocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation.
- 5.2 When physically collocated, CLEC-owned splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE will install the splitter in an SBC-12STATE bay and SBC-12STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. The CLEC-owned splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12STATE Operations Support Systems ("OSS").
- 5.4 Splitter technology shall adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards, including but not limited to ANSI T1.413 and NEBS Level 1 compliance.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: SBC-12STATE will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SBC-12STATE's Plan of Record. Loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-12STATE is providing any other CLEC and/or SBC-12STATE's retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, SBC-12STATE's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SBC-12STATE will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, SBC-12STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-12STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual.
 - 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in SBC-12STATE's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
 - 6.3.2 Manual loop qualification includes all fields as described in SBC's Plan of Record, when available. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.4 Both categories of loop qualification are subject to the following:
 - 6.4.1 If load coils, repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet) are present on a loop less than 12,000 feet in actual length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
 - 6.4.2 If a CLEC elects to have SBC-12STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-12STATE's affiliate, whichever is less.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available on an xDSL capable loop, CLEC may request that SBC-12STATE perform conditioning to remove excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters at the charges set forth in the Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For the HFPL, if the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-12STATE perform conditioning to remove load coils, excessive bridged tap (bridged tap in excess of 2,500 feet), and repeaters at the charges set forth in the Appendix Pricing. The CLEC may order the HFPL without conditioning or with partial conditioning if desired; provided, however, that if CLEC's requested conditioning will degrade the customer's analog voice service, SBC-12STATE is not required to condition the loop.

7. PROVISIONING

- 7.1 Provisioning: SBC-12STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning that is available under this Appendix, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning i.e. the removal of excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters) SBC-12STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. A CLEC may request that SBC-12STATE condition a loop, or subloop(s), or HFPL to remove excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters at the Loop conditioning rates set forth in the Appendix Pricing. The loop or subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Any CLEC request for loop conditioning to remove bridged tap on a loop under this Appendix, shall be taken as a request for removal of excessive bridged tap (bridged tap in excess of 2,500 feet) on the loop only (bridged tap in excess of 2,500 feet) so that the loop is conditioned to meet applicable industry standards. The rates, terms and conditions set forth in this Appendix do not cover the conditioning of a loop to remove non-excessive bridged tap (bridged tap 2,500 feet in length or less) i.e., conditioning beyond industry standards. To the extent that CLEC should wish to have the option to request that a loop be conditioned to remove non-excessive bridged tap, the CLEC may elect to incorporate SBC-12STATE's separate, optional Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment into its Interconnection Agreement and in such case, the terms and conditions in the RABT Attachment, and associated rates, would become effective between SBC-12STATE and CLEC following approval of such provisions by the applicable Commission.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.2 For CLEC orders of more than 20 xDSL-capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be negotiated between the Parties.
- 7.3.3 The provisioning and installation intervals for xDSL-capable loops where the conditioning (as provided above) is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or

the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.

- 7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning (as provided above) will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be 3 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.6 For CLEC orders of 25 to 48 HFPL per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be 6 business days or as agreed upon by the parties.
- 7.3.7 For CLEC orders of 48 up to 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 7 business days, or as agreed upon by the Parties.
- 7.3.8 For CLEC orders of more than 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.9 The provisioning and installation intervals for the HFPL UNE where conditioning (as provided above) is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.
- 7.3.10 For CLEC order of more than 24 HFPL per order or per end user location where conditioning (as provided above) is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.11 For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.12 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning for the removal of excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.3.13 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an

acceptance test. However, SBC-12STATE will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, SBC-12STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC so the CLEC can initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC-12STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-12STATE field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide SBC-12STATE with a confirmation number and SBC-12STATE will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-12STATE will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide SBC-12STATE with a confirmation number and SBC-12STATE will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, SBC-12STATE will still close the order. SBC-12STATE will not complete an order that fails Acceptance Testing.

8.3.4 Until such time as the CLEC and SBC-12STATE agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, SBC-12STATE agrees that should the CLEC open a trouble ticket and an SBC-12STATE network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an SBC-12STATE fault), SBC-12STATE, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.3.5 SBC-12STATE will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC-12STATE may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.

8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.5 Cooperative Testing: (**SBC-13STATE**)

REGION	TARIFF
SBC MIDWEST REGION 5-STATE	FCC No. 2; Sec. 13.3.4 (C)(1)(a)
SBC NEVADA*	FCC No. 1; Sec. 13.3.5 (B)(1)
SBC CALIFORNIA	FCC No. 128; Sec. 13.3.5 (C)(1)(a)
SBC SOUTHWEST REGION 5-STATE	FCC No. 73; Sec. 13.4.8 (A)

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

8.5.1 **SBC-13STATE** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5.4 Cooperative Testing Procedure:

8.5.4.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.

8.5.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another cooperative testing.

8.5.4.4 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed.

8.6 The charges for Acceptance and Cooperative Testing are provided in Appendix PRICING and/or the applicable tariff.

8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.7 Line Sharing Turn-Up Testing Procedures:

8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.7.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

9.3 **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **SBC-12STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **SBC-12STATE** and the problem is determined to be in the CLEC's network, the CLEC will pay **SBC-12STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.3.1.1 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **SBC-12STATE** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

9.3.2 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

- 9.3.3 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL.
- 9.3.4 In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request (i.e. excessive bridged tap (bridged tap in excess of 2,500 feet), load coil and/or repeaters removed), **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.
- 9.4.1 For loops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve the trouble ticket, **SBC-12STATE**, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the appropriate **SBC 12-STATE** Local Operations Center ("LOC") will contact the CLEC to inform that a LST will be performed in lieu of the CLEC's requested conditioning. In such cases that **SBC-12STATE** elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Appendix to this Agreement. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE**'s resolution of the trouble. If, however, the trouble is found to be a CPE or a non-**SBC-12STATE** network-related problem, then a Maintenance of Service and/or Time & Material charge will apply, in addition to the LST charge.
- 9.5 An **SBC-12STATE** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise SBC-12STATE of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-12STATE as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-12STATE. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 SBC-12STATE agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC-12STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-12STATE shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, SBC-12STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC-12STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-12STATE and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-12STATE will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, SBC-12STATE and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-12STATE and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to

add Sections 13-408 and 13-409, 220 ILCAS w/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available xDSL/HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth herein or elsewhere in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 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.

APPENDIX LIDB and CNAM – AS

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APPENDIX LIDB and CNAM - AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC MIDWEST REGION 5-STATE, SBC SNET, and SBC NEVADA do not own a LIDB. Additionally, SBC SNET does not own a Calling Name (CNAM) Database. Both SBC MIDWEST REGION 5-STATE and SBC SNET obtain data storage and administration for these Databases from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using SBC MIDWEST REGION 5-STATE's and/or SBC SNET's unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and SBC MIDWEST REGION 5-STATE and/or SBC SNET. Data storage and administration for all other data on SBC SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC SNET DG.
- 1.3 SBC NEVADA obtains data storage and administration for LIDB and CNAM Database from SBC CALIFORNIA, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using SBC NEVADA's unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to SBC NEVADA's network pursuant to an Interconnection Agreement between SBC NEVADA and CLEC. Data storage and administration for all other data on SBC CALIFORNIA's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC CALIFORNIA.
- 1.4 Any use of the possessive in this Agreement as applied to SBC MIDWEST REGION 5-STATE, SBC SNET, and SBC NEVADA will not indicate ownership but shall have the relationship described in this Section 1.4.
- 1.5 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.6 **SBC-2STATE** - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.7 **SBC-4STATE** - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.8 **SBC-7STATE** - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-8STATE** - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.10 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.11 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.13 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.14 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.15 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.16 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.17 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.18 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.19 **SBC MIDWEST REGION 5-STATE** - As used herein, **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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.20 **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.
- 1.21 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.22 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.23 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.24 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.25 **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.
- 1.26 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

- 1.27 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Billing Clearinghouse"** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.
- 2.2 **"Account Owner"** means a telecommunications company, including ~~SBC-13STATE~~ that provides an End User's local service and such company 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.
- 2.3 **"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.
- 2.4 **"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 **"Complete Screen"** means that the Query-originator was denied access to all of the information it requested in its Query.
- 2.6 **"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.
- 2.7 **"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.
- 2.8 **"Data Clearinghouse"** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.
- 2.9 **"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 Elements depending on the type of unique identifier.
- 2.10 **"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.
- 2.11 **"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.
- 2.12 **"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.
- 2.13 **"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.

- 2.14 **"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.
- 2.15 **"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.
- 2.16 **"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.
- 2.17 **"Originating Point Code" (OPC)** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.
- 2.18 **"Partial Screen"** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.
- 2.19 **"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.
- 2.20 **"Query"** means a message that represents a request to a Database for information.
- 2.21 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.22 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.
- 2.23 **"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.
- 2.24 **"Terminating Point Code"** means a 9-digit code that identifies the network node that will receive a Query or a Response.
- 2.25 **"Service Platform"** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.
- 2.26 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.
- 2.27 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

- 3.1 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 Records in LIDB. SBC-12STATE's LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 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 CLEC to update its Line Records with new or different information. Nothing herein shall require SBC-12STATE to make any enhancements to its LIDB except at its sole discretion.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-SBC end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE's LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).
- 4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB SMS that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. SBC SOUTHWEST REGION 5-STATE also provides the Service Order Entry Interface to requesting CLECs that use SBC SOUTHWEST REGION 5-STATE's UNE local switch ports. SBC CALIFORNIA, SBC MIDWEST REGION 5-STATE, and SBC SNET will also provide the Service Order Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-12STATE to provide CLEC with Data Base administration and storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-12STATE's LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).
- 4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for Administration through the LSR Process.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to SBC CALIFORNIA's and SBC SOUTHWEST REGION 5-STATE's LIDB SMS that is equivalent to SBC CALIFORNIA's and SBC SOUTHWEST REGION 5-STATE's access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform

all of the data Administration tasks SBC CALIFORNIA's and/or SBC SOUTHWEST REGION 5-STATE's LIDB DBAC personnel can perform on SBC CALIFORNIA's and/or SBC SOUTHWEST REGION 5-STATE's own Line Records. SBC MIDWEST REGION 5-STATE and SBC SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

- 4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Data Migration Interface

- 4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from SBC-12STATE to another LIDB and/or CNAM Database provider.
- 4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to SBC-12STATE's LIDB SMS.
- 4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.
 - 4.4.3.1 CLEC will coordinate a meeting between its new Database provider and SBC-12STATE's LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).
 - 4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from SBC-12STATE's LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request SBC-12STATE to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.
 - 4.4.3.3 In SBC SOUTHWEST REGION 5-STATE only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of the Line Record from SBC SOUTHWEST REGION 5-STATE's LIDB.
 - 4.4.3.4 SBC-12STATE will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between SBC-12STATE and CLEC's new LIDB and/or CNAM Database provider.
- 4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to SBC-12STATE, SBC-12STATE will coordinate with CLEC 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). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

4.4.5 SBC-12STATE will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between SBC-12STATE and CLEC's previous LIDB and/or CNAM Database provider.

4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.

4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

4.6.1.2 SBC-12STATE will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the SBC-12STATE's billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 SBC-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). SBC-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file SBC-12STATE provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

4.6.3.1 SBC 12STATE will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC'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.

4.7 LSR Process

4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled SBC-12STATE's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using SBC-12STATE's UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to SBC-12STATE's LIDB SMS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.

4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, SBC-12STATE will populate such Data Element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.

4.7.5 CLEC will provide to SBC-12STATE during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

4.7.6 The following applies only to SBC SOUTHWEST REGION 5-STATE.

4.7.6.1 SBC SOUTHWEST REGION 5-STATE will transfer LIDB Line Records between local service providers (including SBC SOUTHWEST REGION 5-STATE) based on conversion

activity either with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

- 4.7.6.2 CLEC will identify through a registration form or ballot that **SBC SOUTHWEST REGION 5-STATE** will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.
- 4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SBC SOUTHWEST REGION 5-STATE** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.
- 4.7.6.4 Conversion Activity. CLEC will identify whether **SBC SOUTHWEST REGION 5-STATE** will convert LIDB Line Records from a previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SBC SOUTHWEST REGION 5-STATE** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**).
- 4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

4.8 Fraud Monitoring

- 4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9 LIDB Data Screening

- 4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on **SBC-12STATE**'s LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.
- 4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.
- 4.9.3 **SBC-12STATE** will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, **SBC-12STATE** will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

5. **MANNER OF PROVISIONING**

- 5.1 **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data Administration when CLEC chooses to use such interfaces.
- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB. CLEC 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, depending on the LIDB.

5.4 Forecasts

5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:

- 5.4.1.1 the number of working lines per account group;
- 5.4.1.2 the number of working line numbers to be established;
- 5.4.1.3 the average number of monthly changes to these records;
- 5.4.1.4 the number of busy hour queries, by query type; and
- 5.4.1.5 the number of annual queries by query type.

5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

- 5.4.2.1 The size of the Data Element in terms of bytes;
- 5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;
- 5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and
- 5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

5.4.3 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of SBC-12STATE's inability to provide the Custom Data Element until such time as SBC-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SBC-12STATE will have no liability to CLEC while SBC-12STATE gains such needed data storage and administration and/or processing capability.

5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.

5.6 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.

5.9 CLEC 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 the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

5.9.1 Populating all Standard Data Elements defined for SBC-12STATE's LIDB.

5.9.2 Deleting Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.

- 5.9.3 Deleting Line Records from SBC-12STATE's LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.
- 5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.
- 5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.
- 5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.
- 5.11 If CLEC begins providing local services before CLEC completes and returns to SBC SOUTHWEST REGION 5-STATE its LSR Process registration form, SBC SOUTHWEST REGION 5-STATE will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.12 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-12STATE LIDB.
- 5.13 With respect to all matters covered by this Appendix, 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.
- 5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of SBC-12STATE's SCP and LIDB.
- 5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.
- 5.16 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows an entity to access SBC-12STATE's LIDB, such Query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB unless CLEC otherwise invokes Level 2 Data Screening.
- 5.17 The following applies only to SBC SOUTHWEST REGION 5-STATE
- 5.17.1 SBC SOUTHWEST REGION 5-STATE will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did the

previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SBC SOUTHWEST REGION 5-STATE will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC SOUTHWEST REGION 5-STATE will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC SOUTHWEST REGION 5-STATE will count the day of the record's creation as zero (0). SBC SOUTHWEST REGION 5-STATE's ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

5.17.2 If CLEC elects to have SBC SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SBC SOUTHWEST REGION 5-STATE will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.17.3 If CLEC elects to have SBC SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SBC SOUTHWEST REGION 5-STATE will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC SOUTHWEST REGION 5-STATE will not mark such records as transitional. SBC SOUTHWEST REGION 5-STATE will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, SBC SOUTHWEST REGION 5-STATE will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

5.18 LIDB Data Screening

5.18.1 SBC-12STATE is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

5.18.3 CLEC will use an interface designated by SBC-12STATE to notify SBC-12STATE of CLEC's Level 2 Data Screening requests. SBC-12STATE will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC-12STATE. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SBC-12STATE's operating procedures, which the Parties agree SBC-12STATE may change from time to time at its sole discretion. SBC-12STATE shall not be responsible for any claims related to untimely or incorrect blocking requests.

5.18.4 CLEC 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 CLEC's Level 2 Data Screening in a timely and efficient manner.

5.18.5 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 CLEC's request for Level 2 Data Screening, the Parties agree that SBC-12STATE will not abide by CLEC's requests for such Data Screening and SBC-12STATE will not have any liability to CLEC for not providing such Data Screening.

- 5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to SBC-12STATE's LIDB(s) and CLEC and/or CLEC'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, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC 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 requests that CLEC has made in accordance with such jurisdictional or regulatory directive.
- 5.18.7 CLEC understands that 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.
- 5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.
- 5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC 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.
- 5.18.10 CLEC understands that SBC 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. CLEC further understands that where available, SBC-12STATE will honor such requests from Query originators.
- 5.19 Custom Data Elements
- 5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:
- 5.19.2 SBC-12STATE will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.
- 5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.
- 5.19.4 CLEC will confirm to SBC-12STATE's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. SBC-12STATE will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to SBC-12STATE's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.
- 5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on SBC-12STATE's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.
- 5.19.6 CLEC will abide by SBC-12STATE methods and procedures for creating Custom Data Elements.
- 5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.
- 5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.
- 5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and SBC-12STATE will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

5.19.10 CLEC is responsible for identifying to SBC-12STATE, through a process or procedure established by SBC-12STATE what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SBC-12STATE's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SBC-12STATE's LIDB for the same Data Element, CLEC 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 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

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

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

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

6.3 SBC SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by SBC SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SBC SNET and billed to CLEC, in accordance with SBC SNET's invoice.

7. PRICE AND PAYMENT

7.1 SBC MIDWEST REGION 5-STATE will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires SBC MIDWEST REGION 5-STATE to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and SBC MIDWEST REGION 5-STATE. SBC MIDWEST REGION 5-STATE will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

8. CONFIDENTIALITY

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

9. LIABILITY

9.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of fraud monitoring or Automatic Fraud Monitoring systems.

- 9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.
- 9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

- 10.1 SBC-12STATE 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 LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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.

APPENDIX LIDB AND CNAM SERVICE

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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 Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither SBC MIDWEST REGION 5-STATE nor SBC SNET own a LIDB. Additionally, SBC SNET does not own a CNAM Database. Both SBC MIDWEST REGION 5-STATE and SBC SNET obtain these services from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of SBC MIDWEST REGION 5-STATE's and SBC SNET's data on SBC SNET DG's Database. Query access to all other data on SBC SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SBC SNET DG. Any use of the possessive in this Agreement as applied to SBC MIDWEST REGION 5-STATE and SBC SNET will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 SBC-4STATE - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.6 SBC-7STATE - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 SBC-8STATE - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 SBC-10STATE - As used herein, SBC-10STATE means SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.11 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.12 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **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, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.23 **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.
- 1.24 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.25 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

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-13STATE** 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 "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.
- 2.4 "Query" means a message that represents a request to a Database for information.
- 2.5 "Query Rate" means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
 - 3.1.1 Tariff FCC No. 2 (applicable only to SBC MIDWEST REGION 5-STATE)
 - 3.1.2 Tariff FCC No. 73 (applicable only to SBC SOUTHWEST REGION 5-STATE)
 - 3.1.3 Tariff SBC SNET Connecticut Access Tariff (applicable only to SBC SNET)
 - 3.1.4 Tariff FCC No. 128 (applicable only to SBC CALIFORNIA)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's CNAM Database for CNAM Query except SBC MIDWEST REGION 5-STATE will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges 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-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

- 3.7 CLEC understands that access to SBC-12STATE's LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in SBC-12STATE's LIDB and/or CNAM Database. When a region in SBC-12STATE implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.
- 3.8 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 Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-12STATE provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB and/or CNAM Database. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC SOUTHWEST REGION 5-STATE's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query

and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

- 4.10 If CLEC operates in more than one (1) State in SBC SOUTHWEST REGION 5-STATE's or SBC MIDWEST REGION 5-STATE's incumbent region(s), SBC SOUTHWEST REGION 5-STATE and/or SBC MIDWEST REGION 5-STATE will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. SBC SOUTHWEST REGION 5-STATE and/or SBC MIDWEST REGION 5-STATE will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to SBC CALIFORNIA:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, SBC CALIFORNIA will record usage information for CLEC's LIDB Service Queries terminating to SBC CALIFORNIA's LIDB. SBC CALIFORNIA will use its SCPs as the source of usage data.
- 4.11.2 Until such time as SBC CALIFORNIA has the usage recording ability set forth in Section 4.5 above, CLEC will provide SBC CALIFORNIA with usage information from which SBC CALIFORNIA will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to SBC CALIFORNIA's Calling Name Database and to SBC CALIFORNIA's LIDB for OLNS Queries. CLEC will provide such information to SBC CALIFORNIA on a monthly basis by a date agreed to by SBC CALIFORNIA and CLEC. CLEC will deliver such information to locations specified by SBC CALIFORNIA. If CLEC uses a third-party's network to access SBC CALIFORNIA's Calling Name Database and/or SBC CALIFORNIA's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide SBC CALIFORNIA with recordings of CLEC's usage, SBC CALIFORNIA will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, SBC CALIFORNIA CNAM Query and/or OLNS Query usage information at no additional charge to SBC CALIFORNIA. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide SBC CALIFORNIA with reports that identifies usage by Originating Point Code. CLEC and SBC CALIFORNIA will agree upon the format and media type that CLEC will use to provide such usage data to SBC CALIFORNIA. CLEC understands and agrees that SBC CALIFORNIA cannot identify access by Account Owner until SBC CALIFORNIA has the capability set forth in Section 4.5 above. When SBC CALIFORNIA has the ability set forth in Section 4.5 above, SBC CALIFORNIA will bill CLEC based upon SBC CALIFORNIA's own usage recordings as set forth in Section 4.5 above.
- 4.11.4 SBC CALIFORNIA will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that SBC CALIFORNIA will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to SBC CALIFORNIA's network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to SBC CALIFORNIA's Calling Name Database or SBC CALIFORNIA's LIDB for OLNS Queries, including such charges from SBC CALIFORNIA. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to SBC CALIFORNIA for billing. Once SBC CALIFORNIA has the ability set forth in Section 4.5 above, SBC CALIFORNIA and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from SBC CALIFORNIA as set forth in Section 4.5 above.
- 4.11.6 Based upon the data identified in Section 4.5 of this Appendix, SBC CALIFORNIA will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in SBC-12STATE'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.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from SBC-12STATE's LIDB. SBC-12STATE agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT SBC-12STATE may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Proprietary information residing in SBC-12STATE'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:
 - 5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 5.3.2 PIN Number(s)
 - 5.3.3 Billed Number Screening (BNS) indicators
 - 5.3.4 Class of Service (also referred to as Service or Equipment)
 - 5.3.5 Reports on LIDB and CNAM Query usage
 - 5.3.6 Information related to billing for LIDB and CNAM Query usage
 - 5.3.7 LIDB and CNAM Query usage statistics
- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB and/or CNAM Database.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 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.
- 6.2 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.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 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 Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 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).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 SBC-12STATE 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-12STATE 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-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB and/or CNAM Database. Therefore, SBC-12STATE, 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-12STATE's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE 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 THE CALLING NAME INFORMATION.
- 7.6 CLEC acknowledges that SBC-12STATE'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-12STATE, 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-12STATE'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-12STATE's willful misconduct or gross negligence.
- 7.7 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.

- 7.8 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-12STATE'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-12STATE, 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-12STATE harmless from and defend and indemnify SBC-12STATE 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-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

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

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE 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 Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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.