POST-TRIENNIAL REVIEW
xDSL LOOPS APPENDIX

9

TABLE OF CONTENTS

APPENDIX DIGITAL SUBSCRIBER LINE ("xDSL") LOOPS

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions under which **SBC-12STATE** will make available to CLEC xDSL Loops.

1.2 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Appendix for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its End-Users.

1.3 The xDSL Loop terms and conditions and associated provisions set forth in this Appendix and the applicable rates set forth in the Appendix Pricing or elsewhere in this Agreement are not applicable to **SBC SNET** in Connecticut. **SBC SNET**'s xDSL Loop and associated provisions may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

2. DEFINITIONS

2.1 **"Acceptance Testing"** as used herein shall be defined as the joint testing performed between **SBC-12STATE**'s Technician, its Local Operations Center ("LOC"), and CLEC's designated test representative for the purpose of verifying Continuity of an xDSL Loop, as more specifically described in Section 7 below.

2.2 **"Actual Loop Length"** for purposes of this Appendix refers to the total physical length of a copper loop between the **SBC12-STATE** MDF and the terminal location serving the End-User. Any additional length attributable to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the End-User's location is not included in the calculation of Actual Loop Length.

2.3 **"Commission"** for purposes of this Appendix means the following, applicable State agency(ies) with regulatory authority over telecommunications: the Arkansas Public Service Commission; the Public Utilities Commission of the State of California; the Illinois Commerce Commission; the Indiana Utilities Regulatory Commission; the Kansas Corporation Commission; the Michigan Public Service Commission; the Missouri Public Service Commission; the Public Utilities Commission of Nevada; the Public Utilities Commission of Ohio; the Oklahoma Corporation Commission; the Public Utility Commission of Texas; and the Public Service Commission of Wisconsin.

2.4 **"Conditioning"** as used herein shall refer to the removal by **SBC-12STATE** of load coil(s), excessive bridged tap(s), and/or repeater(s) on a loop upon request by CLEC in order for CLEC to provide xDSL-based service over an xDSL Loop, at the conditioning rates set forth in this Agreement, and subject to the terms and conditions set forth herein below.

2.5 **"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).

2.6 **"Digital Subscriber Line"** ("DSL") as used herein describes various digital subscriber line technologies and services.

2.7 **"xDSL Subloop" or "Subloop"** for purposes of this Appendix is defined any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in **SBC-12STATE**'s outside plant and the demarcation point at an End-User premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an **SBC-12STATE** technician can access the copper at a terminal in **SBC-12STATE**'s outside plant. Upon request by either Party, the Parties will negotiate rates for the xDSL Subloop. CLEC shall not order xDSL Subloops under this Agreement unless and until the Parties have

negotiated rates for the xDSL Subloop. In the event that there are any outstanding disputes between the Parties as to the xDSL Subloop rates which should apply under this Attachment after negotiations, any such disputes shall be resolved in accordance with the Dispute Resolution procedures set forth elsewhere in this Agreement. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

2.8 **"End-User(s)"** as used herein shall mean a third-party residence or business that subscribes to telecommunications services provided by any of the Parties at retail. As used herein, the term "End-User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.9 **"Excessive bridged tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.10 **"Line Splitting"** is defined as the process in which one CLEC provides narrowband voice service and a second CLEC provides xDSL service over the same xDSL Loop to the same End-User at the same location using a CLEC-owned splitter collocated at an **SBC-12STATE** central office where the xDSL Loop terminates into a distribution frame or its equivalent, regardless of whether the CLEC provides voice service using its own switching or obtains local circuit switching from **SBC-12STATE** as a UNE.

2.11 **"[L]oop"** or **"xDSL Loop"** for purposes of this Appendix only shall refer to a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in an **SBC-12STATE** central office and the loop demarcation point at an End-User premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop. References to a "loop" or "xDSL Loop" herein may also include the IDSL loop, as addressed and defined below, except as otherwise may be provided herein below.

2.12 **"Non-excessive bridged tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.

2.13 **"Non-standard xDSL-based technology"** is a loop technology that is not presumed acceptable for deployment as defined below.

2.14 **"Plan of Record"** or **"POR"** as used herein refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions relating to loop makeup information since this filing.

2.15 **"Presumed acceptable for deployment"** as used herein means an xDSL technology that 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.

2.16 **"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 referred to hereafter as "Proof of Continuity" or "Continuity Test."

2.17 *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.*

2.18 <u>**SBC CALIFORNIA**</u> as used herein means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.19 **SBC ILLINOIS** as used herein means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.20 **SBC MIDWEST REGION 5-STATE** as used herein 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 ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.21 **SBC SNET** as used herein means The Southern New England Telephone Company, the applicable SBC-owned ILEC doing business in Connecticut.

2.22 **SBC SOUTHWEST REGION 5-STATE** as used herein means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable SBC-owned ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.23 **SBC-12STATE** as used herein means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.24 **"Splitter"** as used herein shall refer to the CLEC-owned device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL LOOPS

3.1 Deployment of xDSL Technologies on xDSL Loops

3.1.1 **SBC-12STATE** will provide xDSL Loops(s) for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Appendix.

3.1.2 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology over xDSL Loops(s) that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the appropriate Commission(s) that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.1.3 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, CLEC will provide documentation describing that action to **SBC-12STATE** and the appropriate Commission(s) 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.

3.1.4 In the event 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 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.

3.1.5 If requested by CLEC, **SBC-12STATE** will not deny CLEC's deployment of new xDSL technologies over xDSL Loops(s) 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 CLEC can demonstrate to the appropriate Commission(s) that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services. If it is demonstrated by CLEC that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services when deployed over xDSL Loops(s), **SBC-12STATE** will provide an xDSL Loops(s) to CLEC.

3.1.6 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

3.1.7 If CLEC demonstrates under Subsections 3.1.5 or 3.1.6 above, that the new xDSL technology it seeks to deploy on an unbundled loop will not significantly degrade the performance of other advanced services or traditional voice based services, **SBC-12STATE** will provide an unbundled loop which supports CLEC's new xDSL technology to CLEC, subject to the terms and conditions set forth herein below:

3.1.7.1 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 in this agreement for a 2-wire or 4-wire xDSL Loop, as applicable, along with any associated terms and conditions set forth herein and any associated charges set forth elsewhere in this agreement or in the Appendix Pricing.

3.1.7.2 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 above), the Parties will attempt to negotiate 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 such an unbundled loop shall be resolved pursuant to the Dispute Resolution Procedures set forth elsewhere in this Agreement.

3.1.8 **SBC-12STATE** shall be under no obligation to provision xDSL Loop(s) in any instance where physical facilities do not exist.

3.2 Liability

3.2.1 Notwithstanding any other provision of this Appendix, each Party 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.

3.2.2 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 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. Except as may otherwise be provided herein, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe 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 elsewhere in this Agreement. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.3 Indemnity

3.3.1 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 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.

3.3.2 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 3.3.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.3.3 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 (10) days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (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, and 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.

3.3.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.3.1 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.

3.3.5 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 willful misconduct.

3.4 Line Splitting: CLEC may provide voice and data services over the same copper xDSL Loop by engaging in "line splitting" as set forth in the FCC's Triennial Review Order and implementing rules. 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 xDSL Loop. Any line splitting between two CLECs shall be accomplished between those parties using a CLEC-owned or provided splitter collocated in an **SBC-12STATE** central office where the xDSL Loop terminates into a distribution frame or its equivalent and shall not utilize **SBC-12STATE**'s High Frequency Portion of the Loop (HFPL) product or any **SBC-12STATE**-owned or provided splitters. To implement line splitting, CLEC may order, including using supporting OSS, xDSL Loops, unbundled local switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions referenced or set forth in this Appendix and at the rates set forth in the Appendix Pricing or elsewhere in this agreement.

4. UNBUNDLED xDSL LOOP OFFERINGS

4.1 xDSL Loops

Following are the xDSL Loop types available under this Appendix:

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Appendix shall be defined as 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. However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) 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 herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 <u>IDSL Loop</u>: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. 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. **SBC-12STATE** has advised CLEC, through the Accessible Letter or alternate process, which **SBC-12STATE** central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices in which **SBC-12STATE** has advised are IDSL-capable. The rates set forth in the Appendix Pricing shall apply to this IDSL Loop. In those Central Offices where IDSL Loops are not currently available, CLECs may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.

4.1.3 <u>4-Wire xDSL Loop</u>: A 4-Wire xDSL loop for purposes of this Appendix is a copper loop over which 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 coil(s), mid-span repeater(s) or excessive bridged tap(s). However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) on an existing loop is optional and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 <u>xDSL Subloop</u>: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in **SBC-12STATE**'s outside plant and the demarcation point at an End-User premise, as more specifically defined above, over which CLEC may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or excessive bridged tap(s). However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) on an existing xDSL Subloop is optional and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.

5. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

5.1 <u>General</u>: **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 information will be provided as set forth below. 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(s) in that same **SBC-12STATE** state. The preorder OSS interfaces used to retrieve this loop makeup information is noted in the attached OSS appendix.

5.2 <u>Loop Qualification</u>: Subject to Section 5.1 above, **SBC-12STATE**'s uniform GUI and application to application interfaces allow CLEC, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate(s), 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.

5.2.1 <u>Mechanized Loop Qualification</u>: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup information through **SBC-12STATE**'s uniform OSS interfaces described in 5.1 above will return information in all fields described in **SBC-12STATE**'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 Loop order submitted at the rates set forth in the Appendix Pricing.

5.2.2 <u>Manual Loop Qualification</u>: Manual loop qualification includes all fields as described in **SBC-12STATE**'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 the Appendix Pricing. If a CLEC elects to have **SBC-12STATE** provide loop makeup information through a manual process for information not available electronically, then the manual loop qualification interval will be three to five (3-5) business days, or the interval provided to **SBC-12STATE**'s advanced services affiliate(s) in that same **SBC-12STATE** state, whichever is less.

5.3 Both categories of loop qualification (mechanized and manual) are subject to the following:

5.3.1 <u>Loops Less Than 12,000 Feet in Actual Loop Length</u>: If load coil(s), repeater(s) or excessive bridged tap(s) are present on a loop less than 12,000 feet in Actual Loop Length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

5.3.2 <u>Loops 12,000 Feet or Greater in Actual Loop Length</u>: If the results of the loop qualification indicate that conditioning is available on a loop that is 12,000 feet or greater in Actual Loop Length, CLEC may elect to request that none of the recommended loop conditioning be performed or that **SBC-12STATE** perform some or all of the recommended loop conditioning to remove excessive bridged tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Appendix Pricing.

6. PROVISIONING

6.1 <u>xDSL Loop Intervals</u>: *The following provisioning intervals are applicable to each xDSL Loop ordered by CLEC, regardless of the Actual Loop Length. If requested by CLEC, the Parties will meet to attempt to negotiate xDSL subloop provisioning intervals. If there are any outstanding disputes between the Parties after negotiations as to the appropriate xDSL subloop provisioning intervals, any such disputes shall be resolved between the Parties in accordance with the Dispute Resolution procedures set forth elsewhere in this Agreement.*

6.1.1 <u>xDSL Provisioning Intervals When No Loop Conditioning Requested</u>: The provisioning and installation interval for xDSL 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 an xDSL Loop), on orders for 1-20 loops per order or per end-user location, will be five (5) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s advanced services affiliate in that same **SBC-12STATE** state, whichever is less. For CLEC orders of more than 20 xDSL Loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be negotiated between the Parties.

6.1.2 <u>xDSL Loop Provisioning Intervals When Loop Conditioning Requested</u>: The provisioning and installation intervals for xDSL Loops where conditioning (as provided above) is requested by CLEC *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 advanced services affiliate in that same **SBC-12STATE** state, whichever is less. Orders for more than 20 xDSL Loops per order which require conditioning (as provided above) will have a provisioning and installation interval agreed by the parties in each instance.

6.2 In connection with loops that are greater than 12,000 feet in Actual Loop Length, CLEC may request, by submitting a Local Service Request ("LSR") to **SBC-12STATE** to have additional conditioning performed for which the CLEC elected, on its initial xDSL Loop order, not to have any of the recommended loop conditioning performed or only partial loop conditioning performed either: (i) after CLEC's initial xDSL Loop order has been submitted but is still pending; or (ii) after CLEC has been provisioned an xDSL Loop. In any such event, CLEC will be billed and shall pay for any requested loop conditioning at the rates set forth in the Appendix Pricing, along with any applicable service order charges; provided, however, when **SBC-12STATE** receives a CLEC request to add or modify conditioning for a pending xDSL Loop 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

after an xDSL Loop has been provisioned to CLEC for purposes of this subsection will e the same as set forth in Subsection 6.1.2 above. In addition, CLEC agrees that standard offered intervals do not constitute *performance measurement commitments.*

6.3   CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the xDSL Loop when used by CLEC to provision ADSL 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.

6.4   xDSL Loops will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. CLEC shall designate, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL Loop on the xDSL Loop order. A CLEC may request that **SBC-12STATE** condition a loop to remove excessive bridged tap(s), load coil(s) and/or repeater(s) at the loop conditioning rates set forth in the Appendix Pricing. Any CLEC request for loop conditioning to remove bridged tap(s) on a loop under this Appendix, shall be taken as a request for removal of excessive bridged tap(s) on the loop only so that the loop is conditioned to meet applicable industry standards. To the extent that CLEC would like 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 this 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. If CLEC would like for **SBC-12STATE** to perform any other type of loop conditioning to make a loop xDSL capable beyond that which is covered under this Appendix and/or by **SBC-12STATE**'s separate RABT Appendix, the Parties shall meet to negotiate rates, terms and conditions for any such conditioning. If there are any disputes between the Parties as to the provisions for any additional type(s) of loop conditioning under this Appendix after negotiations, the outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.

7.   ACCEPTANCE TESTING – XDSL LOOP PROVISIONING

7.1   *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; provided, however, because acceptance testing is a part of the standard provisioning process for IDSL Loops, this Section 7 shall not apply to IDSL Loops. For IDSL 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. 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.*

7.2   Acceptance Testing Procedure

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

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

7.2.3   If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix, the LOC technician will take any or all reasonable steps to immediately resolve the problem with 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's xDSL-based 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.

7.2.4 Until such time as 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 IDSL Loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should 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.

7.2.5 **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 CLEC as if the Acceptance Test had been completed and the loop accepted and CLEC shall pay the charges set forth in Section 7.3 below. 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, CLEC will be credited for the cost of the Acceptance Test. Additionally, CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

7.3 Acceptance Testing Billing

7.3.1 CLEC will be billed and shall pay for Acceptance Testing for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technican time involved, pursuant to the applicable, regional FCC tariffed rates set forth below; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

*SBC CALIFORNIA only: Section 175-T and section 13 Access Tariff of the FCC No. 1

*SBC MIDWEST REGION 5-STATE only Section 13.2.6 of the FCC No. 2.

, ***SBC NEVADA** only: Section 18.8.2 of the FCC No. 1.

*SBC SOUTHWEST REGION 5-STATE only: Sections 13.4.2 and 13.4.4 of the FCC No. 73.

*Rates subject to tariff changes, as such tariffs may be modified from time to time.

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 of the tariffed charges referenced above.

8. COOPERATIVE TESTING – XDSL LOOP REPAIR AND MAINTENANCE CYCLE

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

8.2 If the trouble ticket was opened without a request for Cooperative Testing, and 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.

8.3 Cooperative Testing Procedure

8.3.1 The **SBC-12STATE** field technician will call the LOC and the LOC will contact CLEC for testing and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix, the technician will close out the trouble report and the CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technican time involved in performing the Cooperative Test, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

8.3.3 If the Cooperative Test fails "Proof of Continuity" parameters, as defined by this Appendix, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC representative 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. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.3.4 **SBC-12STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the trouble ticket, document the time and reason, and may bill CLEC as if the Cooperative Test had been completed and in such case, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technican time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 Scope of **SBC-12STATE**'s Maintenance Service on xDSL Loops: **SBC-12STATE** will provide the following maintenance services to CLEC with respect to xDSL Loops:

9.1.1 For loops 12,000 feet or less in Actual Loop Length, **SBC-12STATE**'s maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned by **SBC-12STATE** to remove any excessive bridged tap(s), load coil(s) and/or repeaters, subject to Section 9.5 below.

9.1.2 For loops greater than 12,000 feet in Actual Loop Length for which CLEC elected that **SBC-12STATE** not perform any recommended conditioning, **SBC-12STATE**'s maintenance shall be limited to assuring loop continuity and balance.

9.1.3 For loops greater than 12,000 feet in Actual Loop Length for which CLEC requested that **SBC-12STATE** perform some or all of the recommended conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning subject to Section 9.5 below, 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.

9.1.4 For purposes of this Appendix, **SBC-12STATE** shall not be obligated to perform any CLEC-requested loop conditioning in response to a CLEC trouble ticket in the maintenance phase, for any loop conditioning that CLEC did not previously request be performed during the xDSL Loop provisioning phase. Rather, with respect to loop conditioning in the xDSL Loop maintenance phase, **SBC-12STATE**'s only obligation will be to verify that any loop conditioning that the CLEC requested in the xDSL Loop provisioning phase was performed by **SBC-12STATE**. To the extent that CLEC

should wish to order loop conditioning on an xDSL Loop after the xDSL Loop has been provisioned, CLEC may do so in accordance with Section 6.2 above. To the extent that CLEC requests, and **SBC-12STATE** agrees to perform, any maintenance beyond the parameters set forth in Subsections 9.1.1-9.1.3 above and this Section 9.1.4, with respect to xDSL Loops, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technican time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

9.2 Repair Intervals: **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for xDSL Loops in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate(s) for xDSL Loops in that same **SBC-12STATE** state, and pursuant to the terms and conditions set forth below.

9.3 **SBC-12STATE** will not guarantee that an xDSL Loop(s) ordered by CLEC 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.

9.4 CLEC Submitted xDSL Loop Trouble Ticket: If the CLEC submits a trouble ticket to **SBC-12STATE** for an xDSL Loop and the problem is determined by **SBC-12STATE** to be in CLEC's network or equipment, CLEC shall pay **SBC-12STATE** the applicable tariffed Time and Materials charges for trouble isolation, maintenance, and repair set forth in the Appendix Pricing, following **SBC-12STATE** closing the trouble ticket. In any such case, when CLEC resolves the trouble condition in its network or equipment, CLEC will contact **SBC-12STATE** to inform **SBC-12STATE** that the trouble has been resolved.

9.5 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a CLEC-initiated xDSL Loop trouble ticket or a trouble identified by **SBC-12STATE**, **SBC-12STATE**, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for conditioning is received from the CLEC on an xDSL Loop currently in service and **SBC-12STATE** determines that an LST can be performed, the appropriate **SBC 12-STATE** LOC will contact CLEC to inform that a LST will be performed in lieu of 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 at the rate set forth in the Appendix Pricing. 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 customer premises equipment ("CPE") or CLEC network or data equipment, or otherwise is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technican time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above, in addition to the LST charge in the Appendix Pricing; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

10. SPECTRUM MANAGEMENT

10.1 For each xDSL Loop, CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology CLEC intends to deploy on the loop on the ordering form. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. CLEC shall abide by the standards associated with, or related, to the designated PSD mask type. If the technology does not fit within a national standard PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

10.2   **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of review and approval from the applicable Commission(s) or an approved industry standard.

10.3   As a part of spectrum management, **SBC-12STATE** will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by CLECs to **SBC-12STATE** and upon request from CLEC, will disclose such information to CLEC within three to five (3-5) business days from CLEC's request. **SBC-12STATE** will not impose its own standards for provisioning xDSL-based services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application.

10.4   **SBC-12STATE** will not segregate xDSL technologies into designated binder groups for use solely by any particular advanced services loop technology, in the absence of review and approval from the applicable Commission(s) or an approved industry standard. 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 CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL-based services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. In the event that the Parties are unable to resolve any such dispute between them, the dispute shall be resolved in accordance with the Dispute Resolution Procedures set forth in this Agreement.

10.5   Subject to Section 10.6 below, in the event that a relevant Commission, 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 shall 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 and shall negotiate any conforming modifications which may be needed to this Appendix in accordance with Section 11 below.

10.6   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 applicable Commission(s) or FCC, then **SBC-12STATE** and/or CLEC, as applicable, 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/INTERVENING LAW

11.1   In entering into this Attachment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003, in the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's 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); the FCC's 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); the FCC's Supplemental Order Clarification, in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's 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);

and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Attachment), SBC ILEC shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC ILEC shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC ILEC network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement including, without limitation, this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement including, without limitation, this Attachment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any 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 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for 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.

13. PRICING

13.1 The rates applicable to xDSL Loops and the associated charges are set forth below, which is incorporated herein by this reference.

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

APPENDIX OUT OF EXCHANGE TRAFFIC

1. **DEFINITIONS**

   1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.2) and InterLATA Local Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.

   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-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.

   1.5 **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.

   1.6 **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.

   1.7 **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.

   1.8 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

   1.9 For purposes of this Appendix only, "**Out of Exchange LEC (OE-LEC)**" means **Granite Telecommunications, LLC** operating within **SBC-12STATE**'s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

   1.10 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Local Calls, ISP-bound traffic, transit traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area.

2. **INTRODUCTION**

   2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of **SBC-12STATE** incumbent local exchange areas and desires to interconnect OE-LEC's network with **SBC-12STATE**'s network(s).

   2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with **SBC-12STATE** pursuant to Section 251(a) of the Act.

2.3   The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which **SBC-12STATE** agrees to provide CLEC with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-12STATE's** incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-12STATE** is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-12STATE's** incumbent local exchange areas. **SBC-12STATE** has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-12STATE's** incumbent local exchange areas. In addition, **SBC-12STATE** is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-12STATE's** incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in **SBC-12STATE's** current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC-12STATE** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC-12STATE** has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

3.1   Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Local Calls, ISP-bound traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

3.2   The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

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

3.4   Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch

congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

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

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

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within **SBC-12STATE** exchange areas and has a Point of Interconnection ("POI") located within **SBC-12STATE** exchange areas for the purpose of providing telephone exchange service and exchange access in such **SBC-12STATE** exchange areas. Based upon the foregoing, the Parties agree that **SBC-12STATE**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC-12STATE** will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from **SBC-12STATE**'s end offices. When such Out of Exchange Traffic is Local Calls and ISP-bound traffic that is exchanged between the end users of OE-LEC and **SBC-12STATE**, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC-12STATE** End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, OE-LEC agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Local Calls, ISP-bound traffic and IntraLATA traffic from OE-LEC to each **SBC-12STATE** serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Local Calls, ISP-bound traffic, and IntraLATA Toll Calls to the serving tandem as defined by the tandem owner in the LERG.

4.5 If **SBC-12STATE** is not the serving tandem as reflected in the LERG, the OE-LEC may route Local Calls, ISP-Bound Traffic and/or IntraLATA traffic destined for End Office that subtend an **SBC-12STATE** tandem directly to the serving **SBC-12STATE** tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.

4.6 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-12STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-12STATE** and/or which is routed outside of the mutual agreement of the Parties.

4.7 **SBC-12STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-12STATE** (as reflected in the LERG). Any compensation due **SBC-12STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-12STATE** serving tandems are reflected by **SBC-12STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-12STATE** tandem. **SBC-12STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to **SBC-12STATE**'s tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 **SBC-12STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-12STATE** exchange areas, in **SBC-12STATE** Tandems and End Offices in accordance with the terms and conditions of the underlying agreement.

5. LOCAL CALL COMPENSATION

5.1 The compensation arrangement for Local Call(s) exchanged between the Parties shall be as set forth in the underlying Agreement.

6. TRANSIT TRAFFIC COMPENSATION

6.1 The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in the underlying Agreement.

6.2 In **SBC SOUTHWEST REGION 5-STATE** the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.

6.3 In the **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA** the transiting rate is outlined in Appendix Pricing as Transiting Service.

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the underlying Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the underlying Agreement.

9. INTERLATA LOCAL TRAFFIC

9.1 **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** and will exchange **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** InterLATA local traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** will exchange such traffic using two-way DF trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-**

STATE and SBC SNET exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** exchange, **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** will not provision or be responsible for facilities located outside of **SBC-2 STATE, SBC-4 STATE, SBC MIDWEST REGION 5-STATE and SBC SNET** exchange areas

9.2 The Parties agree that the associated traffic from each **SBC-12STATE** End Office will not alternate route.

9.3 OE-LEC must provide **SBC-12STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-12STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-12STATE** and/or which is routed outside of the mutual agreement of the Parties.

9.5 **SBC-12STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-12STATE** (as reflected in the LERG). Any compensation due **SBC-12STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-12STATE** serving tandems are reflected by **SBC-12STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-12STATE** tandem. **SBC-12STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.

9.6 **SBC-12STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-12STATE** exchange areas, in **SBC-12STATE** Tandems and End Office(s) in accordance with the terms and conditions of the underlying agreement.

9.7 The compensation arrangement for InterLATA Local Traffic shall be governed by the compensation terms and conditions for Local Calls in the underlying agreement.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 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

1 0

TABLE OF CONTENTS

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) and/or the CNAM Database 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 NEVADA** and **SBC SNET** do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:

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

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

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

1.3 Both **SBC CALIFORNIA** and **SNET DG** also provide LIDB and/or CNAM data storage and administration for LIDB and/or CNAM information for other carriers not a party to this Agreement. Any use of the possessive in this Appendix as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

1.4 The terms, conditions, and prices for LIDB and/or CNAM data storage and administration in this Appendix will apply to data storage and administration of CLEC's data for accounts using **SBC-13STATE**'s unbundled switching UNE where such unbundled switching UNE is provided pursuant to an Interconnection Agreement between CLEC and **SBC-13STATE**. Data storage and administration for all other data on **SBC-13STATE**'s LIDB and/or CNAM database as well as on **SNET DG**'s LIDB Database will be pursuant to another agreement between CLEC and the Database owning entity.

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

1.7 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** 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.

1.8 **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.

1.9 **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.

1.10 **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.

1.11 **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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.20 **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.

1.21 **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.

1.22 **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.

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

2. **DEFINITIONS**

2.1 **"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.

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

2.3 **"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.

2.4 **"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.

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

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

2.14 **"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.

2.15 **"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.

2.16 **"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.

2.17 **"LIDB Data Screening (or Data Screening)"** see Data Screening.

2.18 **"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.

2.19 **"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.

2.20 **"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.

2.21 **"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.

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

2.23 **"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.

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

2.25 **"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.

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

2.27 **"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.

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

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

3. **GENERAL DESCRIPTION**

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

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

3.3 **SBC-12STATE** will provide CLEC with data storage and administration for LIDB and/or CNAM information under this Appendix only in association with CLEC's provisioning of service through an **SBC-13STATE** switching UNE where such switching UNE is provided pursuant to Section 251(c)(3) of the Act. Any other LIDB and/or CNAM data storage and administration will be pursuant to another agreement, including where available, effective tariffs as revised

3.4 For data stored on **SNET DG**'s LIDB, CLEC will obtain GetData and LIDB Data Screening pursuant to an agreement between CLEC and **SNET DG**.

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

3.6   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 record with new or different information. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

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

4.   SERVICE DESCRIPTION

4.1   Unbundled electronic access to LIDB SMS is optional for CLEC's accounts associated with an **SBC-13STATE** unbundled switching UNE. Unbundled electronic access to LIDB SMS provides eligible CLECs with the capability to access and Administer CLEC's line record information in LIDB.

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

4.3.1   Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides unbundled access to **SBC-12STATE**'s LIDB SMS that is equivalent to **SBC-13STATE**'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(s) (such as back office systems) into the LIDB SMS. **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will provide the Service Order Entry Interface to requesting CLECs that use those ILEC's local switching UNE 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 through this Appendix.

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 an **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 Administered through the LSR Process.

4.3.2 <u>Interactive Interface</u>

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 (e.g., batch updates).

4.4 <u>Data Migration Interface</u>

4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store to or from **SBC-12STATE**'s LIDB and/or CNAM Database.

4.4.2 Data Migration Interface is available for line records associated with End Users served (or that will be served) by an **SBC-12STATE** switching UNE.

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 the Administrative interfaces and/or processes that it selected pursuant to this section 4 to delete all line record from **SBC-12STATE**'s LIDB and/or CNAM Database according to the schedule established by its new Database provider.

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 record.

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 or LSR Process CLEC 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 regular 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-13STATE**'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 is an optional process that allows CLEC to create and Administer its data through a bundled **SBC-13STATE**'s service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using **SBC-13STATE**'s switching UNE.

    4.7.2 The LSR Process is not an unbundled interface to the LIDB SMS and CLEC will not have access to any of the Administrative capabilities of the electronic unbundled interfaces set forth in this Section 4 if CLEC uses the LSR Process. CLEC can obtain unbundled 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. Such direct access is available only through the electronic unbundled interfaces.

    4.7.4 CLEC will provide complete information in its LSR to **SBC-13STATE** so that CLEC's line record(s) can be populated completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, such Data Element will be populated by 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, accurate, and timely information. In the event CLEC relies upon 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 If CLEC elects to create a Custom Data Element(s) administered through the LSR Process, CLEC will request changes to the LSR process through a Bona Fide request that will support the creation and administration of such Custom Data Element(s). CLEC will include in the design phase of these changes what actions the SMS should take if CLEC omits its Custom Data Element(s) from the LSR.

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

    4.7.6.1 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, and/or administered on an ongoing basis. CLEC will provide a complete registration form or ballot prior to issuing Local Service Requests.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with notification messages. Notification 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 own 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 and/or CNAM Database. 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 Billing 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.

5.4.4 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.

5.4.5 The requirements for initial forecast in section 5.4.1 will not apply to services that were already in operation on an SBC Service Platform immediately prior to CLEC providing service to the End User on such Service Platform through resale or unbundled local switch ports pursuant to an interconnection agreement with **SBC-12STATE**.

5.4.6 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's data storage and administration efforts. Such events may include, but are not limited to, porting non-native telephone numbers onto an **SBC-12STATE** switching UNE, deployment of new service offerings, and creation of new Data Elements.

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

5.5 CLEC will furnish all line records and group records in a format required by **SBC-12STATE** to establish records in LIDB and/or CNAM Database for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.6 CLEC is responsible for all line records for which CLEC is the Account Owner. This includes all data, data Administration, line records that CLEC creates, and/or line records that are transferred to CLEC's ownership as a result of CLEC becoming the provider of local service to the End User(s) associated with such line records.

5.7 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.

5.8 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:

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

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

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

5.8.4 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 of this Appendix, so that companies Querying **SBC-12STATE**'s LIDB and/or CNAM Database will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.8.5 If CLEC has operational unbundled electronic interfaces and CLEC has creates its records directly through such interfaces, CLEC will create its records as soon as possible, but in no event later than twenty-four (24) hours of the 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.*

5.8.6 If CLEC administers its line records directly through unbundled electronic interface, CLEC will delete its LIDB line records associated with an End-User disconnecting telecommunications service. CLEC will delete such line records as soon as possible but in no event later than twenty-four (24) hours of the End User's disconnection.

5.9 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.10 If CLEC begins providing local services before CLEC completes and returns to **SBC SOUTHWEST REGION 5-STATE** its LSR Process registration form (or ballot), **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.

5.11 **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.

5.12 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.

5.13 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.

5.14 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.

5.15 **SBC-12STATE** will, at its sole discretion, allow or negotiate any and all access to an **SBC-12STATE**'s LIDB and/or CNAM Database for all Query types supported by these Databases. 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.

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

5.16.1 **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.

5.16.2 CLEC understands that transfers of line record ownership without changes in End User information includes 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.

5.16.3 CLEC understands that transfers of line record ownership with changes in End User information will change every data element in the LIDB line record as part of the transfer of ownership. The new line record will not be marked transitional. Ownership changes Administered through the LSR Process where the LSR does not contain all LIDB Standard Data Elements will result in the population of default values for the missing Standard Data Elements or derivation of the values for those Standard Data Elements based on other LSR entries.

5.17 LIDB Data Screening

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

5.17.2 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.

5.17.3 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.

5.17.4 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.

5.17.5 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.

5.17.6 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 received.

5.17.7   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.

5.17.8   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.

5.17.9   CLEC is responsible for addressing all disputes (whether formal or informal) from any entity regarding CLEC's decision to deploy or not deploy Level 2 Data Screening. 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.

5.17.10 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.

5.18   Custom Data Elements

5.18.1   The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line records as set forth following:

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

5.18.3   The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

5.18.4   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.

5.18.5   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.

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

5.18.7   CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

5.18.8   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.

5.18.9   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.

5.18.10 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.

5.18.11 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.

7. PRICE AND PAYMENT

7.1 Except as described for the creation of Custom Data Elements, there is no additional charge for data storage and Administration through the interfaces and processes described above in Section 4.

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 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.

9.3 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 fraud monitoring or **SBC-12STATE**'s fraud monitoring systems, including without limitation 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.

9.4 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 CLEC's administration of its data or failure to administer its data under this Appendix.

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 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 OR PROCESSES 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. ASSIGNMENT

11.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

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

TABLE OF CONTENTS

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) and/or the CNAM Database 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 NEVADA** and **SBC SNET** do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:

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

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

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

1.3 Both **SBC CALIFORNIA** and **SNET DG** also provide LIDB and/or CNAM data storage and administration for LIDB and/or CNAM information for other carriers not a party to this Agreement. Any use of the possessive in this Appendix as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

1.4 The terms, conditions, and prices for LIDB and/or CNAM data storage and administration in this Appendix will apply to data storage and administration of CLEC's data for accounts using **SBC-13STATE**'s unbundled switching UNE where such unbundled switching UNE is provided pursuant to an Interconnection Agreement between CLEC and **SBC-13STATE**. Data storage and administration for all other data on **SBC-13STATE**'s LIDB and/or CNAM database as well as on **SNET DG**'s LIDB Database will be pursuant to another agreement between CLEC and the Database owning entity.

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

1.7 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** 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.

1.8 **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.

1.9 **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.

1.10 **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.

1.11 **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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.20 **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.

1.21 **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.

1.22 **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.

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

2. **DEFINITIONS**

2.1 **"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.

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

2.3 **"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.

2.4 **"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.

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

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

2.14 **"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.

2.15 **"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.

2.16 **"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.

2.17 **"LIDB Data Screening (or Data Screening)"** see Data Screening.

2.18 **"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.

2.19 **"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.

2.20 **"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.

2.21 **"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.

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

2.23 **"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.

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

2.25 **"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.

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

2.27 **"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.

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

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

3. **GENERAL DESCRIPTION**

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

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

3.3 **SBC-12STATE** will provide CLEC with data storage and administration for LIDB and/or CNAM information under this Appendix only in association with CLEC's provisioning of service through an **SBC-13STATE** switching UNE where such switching UNE is provided pursuant to Section 251(c)(3) of the Act. Any other LIDB and/or CNAM data storage and administration will be pursuant to another agreement, including where available, effective tariffs as revised

3.4 For data stored on **SNET DG**'s LIDB, CLEC will obtain GetData and LIDB Data Screening pursuant to an agreement between CLEC and **SNET DG**.

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

3.6   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 record with new or different information. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

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

4. **SERVICE DESCRIPTION**

4.1   Unbundled electronic access to LIDB SMS is optional for CLEC's accounts associated with an **SBC-13STATE** unbundled switching UNE. Unbundled electronic access to LIDB SMS provides eligible CLECs with the capability to access and Administer CLEC's line record information in LIDB.

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

   4.3.1   Service Order Entry Interface

      4.3.1.1 The Service Order Entry Interface provides unbundled access to **SBC-12STATE**'s LIDB SMS that is equivalent to **SBC-13STATE**'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(s) (such as back office systems) into the LIDB SMS. **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will provide the Service Order Entry Interface to requesting CLECs that use those ILEC's local switching UNE 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 through this Appendix.

      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 an **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 Administered 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 (e.g., batch updates).

4.4 Data Migration Interface

    4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store to or from **SBC-12STATE**'s LIDB and/or CNAM Database.

    4.4.2 Data Migration Interface is available for line records associated with End Users served (or that will be served) by an **SBC-12STATE** switching UNE.

    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 the Administrative interfaces and/or processes that it selected pursuant to this section 4 to delete all line record from **SBC-12STATE**'s LIDB and/or CNAM Database according to the schedule established by its new Database provider.

        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 record.

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 or LSR Process CLEC 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 regular 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-13STATE**'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 is an optional process that allows CLEC to create and Administer its data through a bundled **SBC-13STATE**'s service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using **SBC-13STATE**'s switching UNE.

4.7.2 The LSR Process is not an unbundled interface to the LIDB SMS and CLEC will not have access to any of the Administrative capabilities of the electronic unbundled interfaces set forth in this Section 4 if CLEC uses the LSR Process. CLEC can obtain unbundled 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. Such direct access is available only through the electronic unbundled interfaces.

4.7.4 CLEC will provide complete information in its LSR to **SBC-13STATE** so that CLEC's line record(s) can be populated completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, such Data Element will be populated by 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, accurate, and timely information. In the event CLEC relies upon 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 If CLEC elects to create a Custom Data Element(s) administered through the LSR Process, CLEC will request changes to the LSR process through a Bona Fide request that will support the creation and administration of such Custom Data Element(s). CLEC will include in the design phase of these changes what actions the SMS should take if CLEC omits its Custom Data Element(s) from the LSR.

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

4.7.6.1 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, and/or administered on an ongoing basis. CLEC will provide a complete registration form or ballot prior to issuing Local Service Requests.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with notification messages. Notification 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 own 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 and/or CNAM Database. 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 Billing 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.

5.4.4 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.

5.4.5 The requirements for initial forecast in section 5.4.1 will not apply to services that were already in operation on an SBC Service Platform immediately prior to CLEC providing service to the End User on such Service Platform through resale or unbundled local switch ports pursuant to an interconnection agreement with **SBC-12STATE**.

5.4.6 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's data storage and administration efforts. Such events may include, but are not limited to, porting non-native telephone numbers onto an **SBC-12STATE** switching UNE, deployment of new service offerings, and creation of new Data Elements.

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

5.5 CLEC will furnish all line records and group records in a format required by **SBC-12STATE** to establish records in LIDB and/or CNAM Database for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.6 CLEC is responsible for all line records for which CLEC is the Account Owner. This includes all data, data Administration, line records that CLEC creates, and/or line records that are transferred to CLEC's ownership as a result of CLEC becoming the provider of local service to the End User(s) associated with such line records.

5.7 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.

5.8 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:

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

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

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

5.8.4 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 of this Appendix, so that companies Querying **SBC-12STATE**'s LIDB and/or CNAM Database will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.8.5 If CLEC has operational unbundled electronic interfaces and CLEC has creates its records directly through such interfaces, CLEC will create its records as soon as possible, but in no event later than twenty-four (24) hours of the 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.

5.8.6 If CLEC administers its line records directly through unbundled electronic interface, CLEC will delete its LIDB line records associated with an End-User disconnecting telecommunications service. CLEC will delete such line records as soon as possible but in no event later than twenty-four (24) hours of the End User's disconnection.

5.9 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.10 If CLEC begins providing local services before CLEC completes and returns to **SBC SOUTHWEST REGION 5-STATE** its LSR Process registration form (or ballot), **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.

5.11 **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.

5.12 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.

5.13 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.

5.14 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.

5.15 **SBC-12STATE** will, at its sole discretion, allow or negotiate any and all access to an **SBC-12STATE**'s LIDB and/or CNAM Database for all Query types supported by these Databases. 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.

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

5.16.1 **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.

5.16.2 CLEC understands that transfers of line record ownership without changes in End User information includes 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.

5.16.3 CLEC understands that transfers of line record ownership with changes in End User information will change every data element in the LIDB line record as part of the transfer of ownership. The new line record will not be marked transitional. Ownership changes Administered through the LSR Process where the LSR does not contain all LIDB Standard Data Elements will result in the population of default values for the missing Standard Data Elements or derivation of the values for those Standard Data Elements based on other LSR entries.

5.17   LIDB Data Screening

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

5.17.2 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.

5.17.3 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.

5.17.4 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.

5.17.5 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.

5.17.6 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 received.

5.17.7 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.

5.17.8 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.

5.17.9 CLEC is responsible for addressing all disputes (whether formal or informal) from any entity regarding CLEC's decision to deploy or not deploy Level 2 Data Screening. 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.

5.17.10 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.

5.18 Custom Data Elements

5.18.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line records as set forth following:

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

5.18.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

5.18.4 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.

5.18.5 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.

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

5.18.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

5.18.8 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.

5.18.9 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.

5.18.10 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.

5.18.11 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.

7. PRICE AND PAYMENT

7.1 Except as described for the creation of Custom Data Elements, there is no additional charge for data storage and Administration through the interfaces and processes described above in Section 4.

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 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.

9.3 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 fraud monitoring or **SBC-12STATE**'s fraud monitoring systems, including without limitation 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.

9.4 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 CLEC's administration of its data or failure to administer its data under this Appendix.

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 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 OR PROCESSES 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. ASSIGNMENT

11.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

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 QUERIES

1 2

TABLE OF CONTENTS

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

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

    1.2.2　**SBC SNET** Queries its LIDB and CNAM information on **SNET DG**'s LIDB.

    1.2.3　**SBC NEVADA** Queries its LIDB and CNAM information **SBC CALIFORNIA**'s LIDB.

1.3　Both **SBC CALIFORNIA** and **SNET DG** also provide Query access to LIDB and/or CNAM information for other carriers not a party to this Agreement. Any use of the possessive in this Appendix as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

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

1.6　**SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVAD**, 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.

1.7　**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.

1.8　**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.

1.9　**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.

1.10　**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.

1.11　**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.

1.12　**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.

1.13　**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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.19 **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.

1.20 **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.

1.21 **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.

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

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

2.4 **"Billed Number Screening (BNS) Query"** means a request to validate a request to bill a call collect to the called party or to a third number that is neither the calling or the called party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DESCRIPTION OF SERVICE

3.1 The Line Information Data Base (LIDB) and CNAM Database are transaction-oriented databases that function as a centralized repository for data storage and retrieval. LIDB and CNAM Database are

accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with *customer telephone Numbers and Special Billing Numbers (which includes CNAM data). CNAM Database* contains name information associated with customer telephone numbers. LIDB and CNAM Database accept Queries from other network elements and provide return result, return error, and return reject responses as appropriate. In **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET**, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB. CNAM information also resides on the LIDB used by **SBC MIDWEST REGION 5-STATE**; however, CNAM Queries are currently processed in the **SBC MIDWEST REGION 5-STATE**'sCNAM Database.

3.1 **SBC-12STATE** *will provide CLEC with per-Query access to* **SBC-12STATE**'s *LIDB and/or CNAM Database* under this Appendix only when Queries are originated directly from/by **SBC-13STATE**'s UNE ULS provided to CLEC pursuant to Appendix UNE under Section 251 (c)(3) of the ACT, or **SBC-13STATE**'s Service Platform that supports CLEC's use of such UNE ULS. Any other Query access to **SBC-12STATE**'s LIDB and/or CNAM Database will be pursuant to effective switched access tariffs (as may be modified from time to time) and where no such tariffs exist, another agreement for LIDB and/or CNAM Database Queries.

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

3.2.1 Calling Card query

3.2.2 Billed Number Screening Query

3.2.3 Originating Line Number Screening Query (OLNS)

3.2.4 GetData Query

3.2.5 CNAM Query

3.3 GetData and OLNS Query access to **SNET DG**'s LIDB will be pursuant to a separate agreement between CLEC and **SNET DG**.

3.4 Neither Parties' access to a LIDB and/or a CNAM database will necessarily include access to all of the data of all Account Owners resident on such Database. LIDB owners, including **SBC-12STATE**, comply with Account Owners' requests to restrict access to their data from specific Service Platforms (e.g., end offices and operator services platforms). When such limits or restrictions apply to an **SBC-13STATE**'s Service Platform(s), such restrictions and/or limitations will apply to all companies, including **SBC-13STATE**, that generate queries from the restricted platform(s).

3.5 **SBC-13STATE** shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. CLEC does not gain the ability, by virtue of this Appendix, to determine what Database owning companies **SBC-13STATE** will Query or what third-party networks **SBC-12STATE** will use to reach such Databases.

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

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

3.8 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 GetData

3.9.1 Should any judicial or regulatory entity having appropriate jurisdiction determine that **SBC-12STATE** cannot offer GetData access to a particular LIDB Data Element(s) or that **SBC-12STATE** cannot support CLEC's service using GetData access to LIDB, the Parties agree that CLEC will cease its GetData Queries for such Data Element(s) and that, where technically feasible, SBC-12STATE can invoke LIDB Data Screening to deny such GetData Query access in accordance with the judicial or regulatory review.

3.9.2 Nothing in this Appendix obligates **SBC-12STATE** to provide access to new and/or additional LIDB Data Elements unless **SBC-12STATE** voluntarily agrees to provide such access.

3.9.3 GetData Queries are not monitored for fraud associated with Alternate Billing Services. GetData Queries are neither intended nor designed to validate requests for Alternate Billing Services and CLEC will not use GetData Queries for such validations. Any use of GetData Queries to perform validation of Alternate Billing Service requests will subject the End User of the associated billing account, the Account Owner of the billing account, the billing service provider for the Account Owner, CLEC, and/or others to increased fraud risks and/or uncollectibles. In such circumstances, CLEC will bear full responsibility and sole liability for any and all damages, including, without limitation, increased fraud and/or uncollectibles.

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

3.9.5 CLEC will not use GetData Queries to determine any Assignment Authority and/or Custom ID that has not been provided to CLEC by the Account Owner or by **SBC-12STATE** on behalf of such Account Owner, or any other activities designed to obtain unauthorized access. Any action or activity by CLEC in violation of this provision shall authorize **SBC-12STATE** to immediately block all access to LIDB and/or GetData functions of LIDB and terminate this Appendix.

4. MANNER OF PROVISIONING

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

4.2 All LIDB and/or CNAM Database Queries that are generated from an **SBC-13STATE** Service Platform will use the same translation type and subsystem number as are used by **SBC-13STATE**'s retail service offering for the particular type of Query.

5. FORECASTS

5.1 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes broken down by type of Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE** determines that it lacks adequate processing capability to provide the requested Query access, **SBC-12STATE** will notify CLEC of **SBC-12STATE**'s inability to provide the requested service(s) under this Appendix until such time as **SBC-12STATE** gains adequate processing capability. **SBC-12STATE** will take reasonable commercial efforts to obtain the needed processing capability; however, **SBC-12STATE** will have no liability to CLEC pending these efforts while **SBC-12STATE** gains such needed processing capacity.

5.2 The requirements for initial forecast in Paragraph 5.1 will not apply to services CLEC provides through resale or unbundled local switch ports that were in operation pursuant to an interconnection agreement with **SBC-13STATE** that was effective immediately prior to this interconnection agreement. CLEC will also not have to provide a forecast for each new resale and/or UNE-P customer that is added during the life of this agreement.

5.3 Notwithstanding the foregoing, if CLEC determines that it does not require real-time GetData Query access, but can manage its Query volumes into off-peak days and hours, and such Query management would not

result in **SBC-12STATE** exhausting its Query-processing capacity, the Parties may mutually agree upon dates and times during which CLEC will launch its Queries, until adequate capacity is available.

5.4 CLEC shall update its busy hour forecast each year on October 1 upon request by **SBC-12STATE**.

5.5 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new Data Elements.

5.6 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide **SBC-12STATE** with reliable forecast information as set forth in this Section 6, **SBC-12STATE** shall not be liable for any service degradation that may occur based on the lack of such reliable forecast information, including without limitation, loss of service.

6. PRICE AND PAYMENT

6.1 When CLEC generates Queries from an **SBC-13STATE** switch (e.g., end office switch, operator services switch, and directory assistance switch), **SBC-13STATE** will recover the costs of such Queries from the service or network element CLEC purchased to launch such Queries.

7. OWNERSHIP OF INFORMATION

7.1 Companies that deposit information in **SBC-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.

7.2 CLEC may use LIDB and/or CNAM Queries only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC accesses from **SBC-12STATE**'s LIDB and/or CNAM Database. The Parties may use reports on Database usage and Database usage statistics and information similar to Database usage statistics to bill customers, estimate their facilities usage needs, and for engineering, capacity, and network planning. To the extent that CLEC has or obtains Database statistics regarding the number of CLEC's Queries, CLEC may aggregate such statistics and similar types of information during a specified time period, such as a month or a year. CLEC will publish such statistics only in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

7.3 Proprietary information residing in **SBC-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:

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

7.3.2 PIN Number(s)

7.3.3 Billed Number Screening (BNS) indicators

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

7.3.5 Reports on LIDB and CNAM Query usage

7.3.6 Information related to billing for LIDB and CNAM Query usage

7.3.7 LIDB and CNAM Query usage statistics

7.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from an **SBC-12STATE**'s LIDB and/or CNAM Database, for any purpose including without limitation, for marketing purposes and/or for competitive analysis, except as set forth in 7.8 for GetData.

7.5 CLEC may use Query access to **SBC-12STATE**'s LIDB and/or CNAM Database to support any telecommunications service, including billing and collections, fraud control, and ENUM, provided however,

that CLEC will use Validation Queries only in support of alternate billing services. All Validation Queries used for purposes other than alternate billing services will provide misleading information into the fraud monitoring system and can subject End Users and telecommunications service providers increased fraud exposure and denials of service. The foregoing notwithstanding, CLEC will use its best efforts to protect the privacy of the End User information it receives in Responses to its Queries.

7.6   Upon request from an Account Owner in **SBC-12STATE**'s LIDB whose data CLEC is accessing, CLEC will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which CLEC uses such Account Owner's information.

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

7.8   The Parties agree that when CLEC uses GetData to retrieve LIDB Data Elements for the purposes of account validation and for billing and collections, that CLEC may maintain the data it retrieves from **SBC-12STATE**'s LIDB for ninety (90) days from the date on which CLEC requested the data, whereupon CLEC will delete or otherwise destroy the information. CLEC understands that the data may become invalid if used for any purpose other than billing during that retention period. If CLEC determines that it will need such information from an Account Owner for any period of time in excess of ninety (90) days from the date on which CLEC requested the data, CLEC will obtain authorization for such retention directly from the Account Owner of the information. Such authorization must be pursuant to a separate agreement directly between CLEC and Account Owner.

7.9   In addition to any other remedies available at law or in equity, if CLEC use Response information for any purpose not specifically authorized under this Appendix, **SBC-12STATE** may cease providing access to or block access to Data Element(s). Further, if such misuse continues after written notice from **SBC-12STATE**, **SBC-12STATE** may terminate this Appendix upon ten (10) days written notice. In the event of such termination, CLEC will remain obligated to pay **SBC-12STATE** for any unpaid charges incurred under this Appendix (in addition to any remedies available to **SBC-12STATE** at law or in equity).

8.   TERM AND TERMINATION

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

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

8.3   Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-13STATE** or CLEC to terminate the Appendix, **SBC-13STATE** and CLEC shall have no liability to the other in connection with such termination.

9.   LIMITATION OF LIABILITY

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

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

9.3   In no event shall SBC-13STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Query and/or CNAM Query purchasers.

9.4   **SBC-13STATE** 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-13STATE** 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-13STATE** can furnish line record information only as accurate and current as the information has been provided to **SBC-13STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-13STATE**, 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-13STATE**'s willful misconduct or gross negligence.

9.5   LIDB AND/OR CNAM INFORMATION PROVIDED TO CLEC BY **SBC-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CNAM INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CNAM INFORMATION IS PROVIDED. AND, **SBC-13STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF LIDB AND/OR CNAM INFORMATION.

9.6   CLEC acknowledges that **SBC-13STATE**'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-13STATE**, 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-13STATE**'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-13STATE**'s willful misconduct or gross negligence.

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

9.8   CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-13STATE**'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-13STATE**, 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-13STATE** harmless from and defend and indemnify **SBC-13STATE** 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-13STATE**'s willful misconduct or gross negligence.

10. COMMUNICATION AND NOTICES

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

11. CONFIDENTIALITY

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

12. MUTUALITY

12.1 Whether or not CLEC is a Database owner, CLEC will make its LIDB and/or CNAM information available to **SBC-13STATE** under terms, conditions, and prices contained in this Appendix. Where CLEC is not the Database owner, CLEC will use its best efforts to gain such comparable terms, conditions, and prices for **SBC-13STATE** to Query CLEC's LIDB and/or CNAM information on the third-party's Database. Should CLEC store its LIDB and/or CNAM information in a Database other than **SBC-13STATE**'s, CLEC will make such information available to **SBC-13STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-13STATE** and the Database provider. **SBC-13STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-13STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a Database provider, or chooses to discontinue using the services of such Database provider, CLEC acknowledges that such CLEC LIDB and/or CNAM information will be unavailable to any End User, including any CLEC's End Users, that are served by **SBC-13STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

13. ASSIGNMENT

13.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however*, that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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