

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. BASIC ANALOG SWITCHING.....	3
3. NON-DEDICATED TRANSPORT.....	3
4. MOU (USAGE-SENSITIVE) CHARGING.....	6
5. MAINTENANCE OF SERVICE.....	6

## APPENDIX BASIC ANALOG SWITCHING AND NON-DEDICATED TRANSPORT

### 1. INTRODUCTION

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete between SBC-13STATE and CARRIER, and sets forth additional terms and conditions under which SBC-13STATE will provide Basic Analog Switching and non-dedicated transport, each as part of a LWCAL

### 2. BASIC ANALOG SWITCHING

- 2.1 SBC-13STATE Serving Switch shall use the routing instructions resident in it to direct all CARRIER traffic originated by, or terminated to, an LWCAL.
- 2.2 SBC-13STATE will allow CARRIER to designate the features and functions that are available on a particular LWCAL to the extent such features and functions are loaded and activated in that LWC End User's Serving Switch for use with Basic Analog Switching. When CARRIER purchases LWCAL CARRIER will be required to designate the features and functions that are to be included on the LWCAL.
- 2.3 As part of LWC and the use of non-dedicated transport, SBC-13STATE will also provide the use of its tandem switching for the transport of toll traffic where an interexchange carrier (including the LWCAL's interLATA PIC/intraLATA LPIC) is not directly connected to the Serving Switch, and where SBC-13STATE is providing for the transport of "1+" intraLATA toll traffic as provided herein. SBC-13STATE tandem switching is only provided as part of routing traffic that originates from, or terminates to, an LWCAL.
- 2.4 LWC as provided by SBC-13STATE includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 2.5 SBC-13STATE will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CARRIER agrees to respond to SBC-13STATE's notifications regarding network congestion.
- 2.6 SBC-13STATE will perform testing on LWC lines for CARRIER in the same manner and frequency that SBC-13STATE performs for its own retail or resale customers for an equivalent service.
- 2.7 SBC-13STATE will repair and restore any SBC-13STATE equipment that may adversely impact LWC.
- 2.8 Where the technical capability is available, SBC-13STATE will provide usage detail for the Basic Analog Switching used in a LWC-AL in accordance with and subject to other application provisions of this Agreement. Refer to DUF Appendix for daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.
- 2.9 Where technically feasible, SBC-13STATE will provide CARRIER with the use of the functionality to block incollect calls (collect calls, calling card calls and calls billed to 3<sup>rd</sup> parties), 900 calls, international calls (IDDD), and toll calls) by line or trunk for LWC lines to the extent that SBC-13STATE provides such blocking capabilities to its end users and to the extent required by federal and/or State law.

### 3. NON-DEDICATED TRANSPORT

- 3.1 With LWC, SBC-13STATE provides non-dedicated transport, which is defined as the transmission facilities shared by more than one carrier, including the relevant SBC-13STATE entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant SBC-13STATE network to the extent of the included calling scope provided for in the Agreement.

- 3.2 This non-dedicated transport permits the CARRIER to use SBC-13STATE for the origination from and termination to the associated LWCAL of local traffic to and from SBC-13STATE switches or third-party switches.
- 3.3 IntraLATA Toll Transmission
- 3.3.1 SBC-12STATE shall also make available, upon a LWCAL-specific request, the ability to route over SBC-12STATE's existing network "1+" intraLATA calls originating from that LWCAL ("L-PIC Ability"). The L-PIC Ability will be provided from the Serving Switch for the LWCAL, and consists of use of SBC-12STATE's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching (per above), as "1+" intraLATA toll calls originated from the same Serving Switch by SBC-12STATE's retail end users for whom SBC-12STATE is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CARRIER of SBC-12STATE's routing code or, if the means exist and are enabled by SBC-12STATE to use CARRIER's Carrier Identification Code (CIC) instead of SBC-12STATE's code, then using CARRIER's CIC.
- 3.3.2 SBC CONNECTICUT Only: SBC CONNECTICUT will make available, upon a LWC-AL-specific request, an L-PIC Ability for "1+" calls placed to points outside of CONNECTICUT's local calling area, but within SBC CONNECTICUT's retail intraLATA toll service area. The L-PIC Ability will be provided from SBC CONNECTICUT's Serving Switch for the LWCAL, and consists of use of SBC CONNECTICUT's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as "1+" intraLATA toll calls originated from the same Serving Switch by SBC CONNECTICUT's retail end users for whom SBC CONNECTICUT is the presubscribed intraLATA toll carrier.
- 3.3.2.1 CARRIER acknowledges that "1+" calls from SBC CONNECTICUT-provided LWCAL using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other telecommunications carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to SBC CONNECTICUT shall include such use to the Verizon switches.
- 3.3.2.2 SBC CONNECTICUT's L-PIC Ability shall be made available to CARRIER through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CARRIER. The L-PIC Ability is only available to CARRIER for an LWCAL purchased by CARRIER on which CARRIER has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CARRIER shall not use any other pseudo-CIC assigned to another telecommunications carrier or any other routing code enabled for use in SBC CONNECTICUT's network. SBC CONNECTICUT will provide call detail to CARRIER on a daily basis consistent with its then-current practices for LWCAL usage.
- 3.3.2.3 To be enabled to use the L-PIC Ability, CARRIER shall provide a written request to SBC CONNECTICUT. SBC CONNECTICUT shall thereafter bill CARRIER (and CARRIER shall promptly pay to SBC CONNECTICUT) a one-time \$5,000.00 service charge for assigning and establishing the CARRIER's exclusive pseudo-CIC in SBC CONNECTICUT's systems and switches. CARRIER acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CARRIER uses the L-PIC Ability. CARRIER shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CARRIER shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. SBC CONNECTICUT reserves the right to modify or change the pseudo-CIC code used by CARRIER hereunder, with such change effective thirty (30) days after written notice to

CARRIER of the change. CARRIER will not be charged for changing the pseudo-CIC Code.

- 3.3.2.4 The L-PIC Ability shall thereafter become available to CARRIER in an estimated six (6) weeks after SBC CONNECTICUT's receipt of payment under Section 2.3.2.3. The Parties agree that in order to implement the updating of SBC CONNECTICUT's switches with CARRIER's pseudo-CIC within the six weeks, CARRIER will obtain and provide its Exchange Carrier Code to SBC CONNECTICUT upon the execution of this Amendment.
- 3.3.2.5 For intraLATA "0+" operator service calls placed from a LWCAL using the L-PIC Ability, which calls are not customized routed, the MOU charge shall be charged for call transport. For directory assistance calls placed from a LWCAL using the L-PIC Ability, which calls are not customized routed, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.
- 3.3.2.6 SBC CONNECTICUT will bill the MOUs to CARRIER on a monthly basis for total MOUs on completed calls placed from SBC CONNECTICUT LWCALs purchased by CARRIER, and on which LWCALs CARRIER has specifically ordered the pseudo-CIC be used as the LPIC. CARRIER acknowledges that SBC CONNECTICUT's charges to CARRIER will be rendered using the rating as set forth in Section 20 of SBC CONNECTICUT's Connecticut Access Tariff. After rendering a bill to CARRIER, SBC CONNECTICUT will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.
- 3.3.2.7 This Section 3.3.2 shall not apply if SBC CONNECTICUT no longer provides the L-PIC ability in the manner on which this section is based. In such event, the Parties shall negotiate in good faith replacement provisions
- 3.3.3 SBC-13STATE shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability. CARRIER shall not charge SBC-13STATE for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to SBC-13STATE shall be subject to the Agreement's provisions regarding the termination of toll traffic
- 3.3.4 For purposes of intercarrier compensation where toll calls are transported via the L-PIC Ability and terminated to an SBC-13STATE switch, as between CARRIER and SBC-13STATE, terminating access charges begin to apply at the trunk side of SBC-13STATE's terminating switch.
- 3.3.5 When a LWC-AL is purchased, all CARRIER's local traffic between SBC-13STATE switches will use the non-dedicated transport, and all local CARRIER's traffic to non-SBC-13STATE switches will use an additional transiting function to those non-SBC-13STATE switches that are directly trunked (interconnected) to an SBC-13STATE switch that is within the included calling scope provided for in the Agreement. The non-dedicated transport shall not affect the routing of any traffic from a LWC-AL that has a third party carrier's Carrier Identification Code as that LWCAL's interLATA toll provider (PIC) or intraLATA toll provider (LPIC) (e.g., traffic subject to interLATA/intraLATA prescription will be delivered to PIC'd/LPIC'd interexchange carrier).
- 3.3.5.1 In the event SBC-13STATE is ordered, required, or otherwise allowed to block CARRIER's transiting or other traffic originating from or terminating to a LWC line, CARRIER shall pay SBC-13STATE's costs of the work performed in establishing such blocking.

3.3.6 SBC-13STATE's ability to provide non-dedicated transport as part of LWC is limited to existing circuit switch and transmission facilities capacities, or circuit switching and transmission facilities capacities which SBC-13STATE builds for its own use, of the SBC-13STATE network.

3.3.7 SBC-13STATE will provide SS7 signaling as provided in the Agreement.

3.3.8 IntraLATA and InterLATA Toll Calls

3.3.8.1 All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for an LWCAL.

3.3.8.2 When the L-PIC Ability is not designated for a LWC-AL and/or when SBC-13STATE is not the retail LPIC choice of CARRIER's LWC End User (the foregoing does not commit or otherwise indicate that SBC-13STATE is available as a retail intraLATA toll provider to LWC End Users), "1+" intraLATA calls originating from that LWC-AL will be routed to the LWC End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call originates from an LWC-AL, it will be routed to the LWC End User's interLATA (PIC) choice.

3.3.8.3 When an intraLATA or interLATA toll call originates from a LWC-AL, SBC-13STATE will not charge originating access charges to CARRIER or the IXC except that SBC-13STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-13STATE as its transport provider.

3.3.8.4 When an intraLATA or interLATA toll call terminates to an LWCAL, SBC-13STATE will not charge terminating access to CARRIER or the IXC except that SBC-13STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-13STATE as its transport provider.

3.3.9 Toll Free Calls

3.3.9.1 When an LWC-AL is used to originate a call to 1+800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866), SBC-13STATE will perform the appropriate database query and route the call to the indicated IXC as provided in the Agreement.

#### 4. MOU (USAGE-SENSITIVE) CHARGING

4.1 SBC-13STATE will charge CARRIER MOU rates for an LWCAL as per the usage rate noted in Appendix Pricing.

#### 5. MAINTENANCE OF SERVICE

5.1 If trouble appears to occur with LWC, CARRIER will first determine whether the trouble is in CARRIER's own equipment and/or facilities or those of the LWC End User. If CARRIER determines the trouble is in SBC-13STATE's equipment and/or facilities, CARRIER will issue a trouble report to SBC-13STATE.

5.2 CARRIER shall pay Maintenance of Service charges/additional labor charges, as found in the SBC-13STATE Appendix Price Schedule, when CARRIER reports suspected LWC trouble and SBC-13STATE dispatches personnel to an outside location/customer premises or SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment.

5.3 CARRIER shall pay Maintenance of Service Charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.

5.4 CARRIER shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

- 5.5 If CARRIER issues a trouble report that requires SBC-13STATE to access the LWC End User's premises and SBC-13STATE personnel are dispatched but denied access to that premises, then Maintenance of Service charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to that premises, these charges will apply without regard to the earlier dispatch and as if the subsequent dispatch was an unrelated dispatch.
- 5.6 Maintenance of Service charges will apply per incidence at the rate listed in the pricing schedule.
- 5.7 If CARRIER requests or approves a SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

# **APPENDIX ALTERNATE BILLED SERVICES “ABS”**

## TABLE OF CONTENTS

1. DEFINITIONS.....	3
2. RESPONSIBILITY FOR INCOLLECT CALLS .....	4
3. DAILY USAGE EXTRACT FILE: .....	6
4. UNBILLABLES / REJECTS .....	6
5. BLOCKING .....	7
6. RESPONSIBILITY FOR TAXES ON ABS CHARGES.....	7
7. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR .....	8
8. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY .....	8
9. SUBCONTRACTING.....	8



## APPENDIX ALTERNATE BILLED SERVICES TRAFFIC

This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between SBC-13STATE and Sage, and sets forth terms and conditions for Alternate Billed Services provided as part of the LWC by the applicable SBC-13STATE ILEC, when Sage purchases Local Wholesale Complete Access Lines (LWCAL) from SBC-13STATE.

### 1. DEFINITIONS

- 1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to Sage's End-User Customer as defined in Section 9, or (2) any charges or credits to Sage's account for amounts declared as Unbillable and/or Uncollectible, as defined herein.
- 1.2 **"Alternate Billed Services" (ABS)** means a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.3 **"Daily Usage File" (DUF)** is a process whereby a CLEC receives usage sensitive records in the industry standard format, currently Exchange Message Interface (EMI).
- 1.4 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by Sage and provisioned with SBC-STATE LWCAL. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.5 The term "ILEC" in this Agreement references the SBC ILECs doing business in the regions more particularly described below:
  - 1.5.1 **SBC Communications Inc. (SBC)** means the holding company which 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 d/b/a SBC Connecticut, 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.
  - 1.5.2 **SBC-13STATE** - As used herein, SBC-13STATE means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **"Messages"** means the call detail information provided via the DUF (See Section 3.).
- 1.7 **"Pre-paid Service"** means a program offered by SBC-13STATE's Public Communications unit that will allow Sage's End Users to receive collect calls that originate from inmate facilities served by SBC-13STATE's Public Communications unit when Selective Blocking has been imposed. Pre-paid Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.
- 1.8 **"Rejects"** means Messages that fail to pass edits in Sage's billing system, including, but not limited to, Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to Sage at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

- 1.9 **"Selective Blocking"** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by SBC-13STATE's Public Communications unit and that are billable to Sage's End-Users (that is certain inmate – originated collect calls terminating to Sage's LWCAL switch-port). Traffic originating from these inmate facilities will not complete to End-Users, unless such End-Users have set up a pre-paid account, as described herein. SBC-13STATE will identify Sage's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to SBC-13STATE local switch ports.
- 1.10 **"Rated ABS Message"** means an ABS message originating from SBC-13STATE that is rated and listed on the DUF.
- 1.11 **"Third Party"** means any Person other than a Party.
- 1.12 **"Toll Billing Exception" (TBE)** means a blocking functionality which uses pre-existing Line Information Database ("LIDB") to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.
- 1.13 **"Unbillable"** means the rated value of an ABS Message that is not billable to Sage's End-User because of missing information in the billing record or other billing error (not the result of an error by Sage) that is returned to SBC-13STATE by means of the DUF.
- 1.14 **"Uncollectible"** means the rated value of an ABS Message for which charges are billed by Sage to Sage's End-User's telephone number and cannot be collected by Sage from its End-User, despite Sage's collection efforts.

## 2. RESPONSIBILITY FOR INCOLLECT CALLS

- 2.1 Sage is responsible for payment of all charges for ABS calls, excluding Unbillables, Rejects, and Uncollectibles as provided in Sections 2.1.1 and 4 below. At the sole discretion of Sage, it may bill its End Users for ABS calls transmitted by SBC-13STATE via the Daily Usage File ("DUF"). Sage shall receive a forty percent (40%) accounts receivable discount (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages (which requires that Sage pay (a) sixty percent (60%) of the total amount of charges for SBC-originated ABS messages, and (b) sixty percent (60%) of any ABS charges passed through SBC by Third Party LECs, that are included in a DUF Transmission as provided in Section 3), excluding Unbillables, Rejects, and Uncollectibles as provided in Sections 2.1.1 and 4 below. SBC-13STATE will credit Sage a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.
- 2.1.1 Sage will monitor and either authorize or block its End Users' ABS calls within three (3) days of receiving records from SBC, provided cumulative records on an individual telephone number equal \$250 or more within a given billing period. SBC will accept for adjustment any amounts over \$500 in a single billing period where Sage follows this process and the amount becomes uncollectible.
- 2.2 At Sage's option exercisable by delivery of a written request to SBC-13STATE, SBC-13STATE will selectively block calls which originate from inmate facilities that are served by SBC-13STATE's Public Communications unit that are billable to Sage's End-Users. Once Sage requests Selective Blocking, SBC-13STATE will identify Sage's OCNs and provide the programming necessary to restrict inmate originated collect calls which terminate to SBC-13STATE local switch ports. Sage will not be charged for Selective Blocking for the term of this Agreement. SBC-13 STATE agrees that for each state in which Sage has already exercised the option to selectively block calls as provided herein, Sage will not have to provide SBC-13 STATE with additional notice.

## 2.3 Settlement with Sage

2.3.1 The amount due SBC-13STATE shall be the total of all billable charges submitted to Sage, less:

- a. All charges due Sage under the Accounts Receivable Option of this Appendix minus the credit to Sage of a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network. The Accounts Receivable Discount, as defined above, will be credited one month in arrears to Requesting Carrier's account;
- b. Amounts declared Unbillable, Rejects, and Uncollectibles as provided in 2.1.1 above or Section 4 below;
- c. Late Payment Charges previously assessed for Unbillables and/or Rejects.

2.3.1.1 Except for as provided in 2.1.1 above, once purchased as an Account Receivable, Sage shall not adjust, deduct, debit, or otherwise attempt to recourse back to SBC-13STATE any Uncollectible ABS charges, regardless of whether the End User disputes the ABS charges accuracy, declares financial insolvency, or otherwise refuses to pay Sage invoices.

2.3.2 Upon termination of this Agreement for any reason, all sums due to SBC-13STATE hereunder, adjusted in accordance with Section 2.4.2.1, shall be due and payable within thirty (30) days after the termination date.

## 2.4 Billing Services

2.4.1 Sage is responsible for facilitating all End-User complaints, inquiries and disputes associated with ABS calls. SBC will work cooperatively with Sage to address the End-User concerns by providing skilled assistance to Sage, and the Sage End-User. If Sage is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, they may send an email to [pccdispute@sbc.com](mailto:pccdispute@sbc.com) and the Dispute Command Center will perform the research necessary in order for Sage to either adjust the call or to sustain it with their End-User. The email from a representative of Sage should provide the inquiry details which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and or the nature of the inquiry. Within five (5) business days of receipt of the email message, a response will be provided to a Sage representative as to the results of the investigation. This response could be a recommendation to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist SBC in completing the investigation. When all questions are answered and disposition provided, Sage will either adjust the call or sustain it with their End User. Any credit will be applied to the CLEC's Billing Account Number (BAN) on the next billing cycle, as appropriate. Investigation will be completed within thirty (30) calendar days of receipt of claim. In the event that an investigation cannot be completed within thirty (30) calendar days, notification is made to Sage via phone or Email and the status will be provided periodically until it is resolved. Once an investigation is completed, an Email is sent to Sage advising of the results of the investigation and any action taken. If Sage does not agree with SBC-13STATE's position regarding application of credit to the BAN, and such disagreement cannot be resolved by informal discussions or negotiations, it is Sage's responsibility to invoke formal dispute. At its option, Sage may facilitate a three-way call with Sage, its End-User and SBC. Sage may either a) send an email to [pccdispute@sbc.com](mailto:pccdispute@sbc.com) requesting SBC's participation in a cooperative call, following the timelines outlined above; or b) Sage may leave a voicemail message at the Dispute Center Hotline at 866-566-5055 if a quicker turn-around is required. Within two (2) business days of receipt of the voicemail message, a call will be scheduled.

## 2.5 Applicability of Rates

- 2.5.1 If any of the rates applied by SBC 13STATE to ABS call records transmitted to Sage are found by regulatory commission or other court or agency of competent jurisdiction to be unlawful, excessive or otherwise disallowed, whether prospectively or retroactively, the parties agree to comply with such findings (subject to each Parties rights to seek appeal of such findings) and work cooperatively in good faith to adjust the amounts originally applied by SBC-13STATE and the adjusted billable amounts applied by Sage, between them and as to the End Users, consistent with the findings and positions hereof.

## 3. DAILY USAGE FILE

- 3.1 **The Daily Usage File (DUF)** will be provided to Sage in the industry standard format, currently Exchange Message Interface (EMI). The EMI format is established by the Ordering and Billing Forum (OBF), an industry body, sponsored by the Alliance for Telecommunications Solutions (ATIS), that is charged with creating voluntary guidelines for the exchange of information among Telecommunications Carriers. SBC-13STATE will provide Sage with formatted records via the DUF for SBC-13STATE's and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate.
- 3.2 In addition to any other records required to be transmitted in the DUF, SBC-13STATE shall transmit SBC-13STATE's and Third Party LECs' rated messages for ABS calls to Sage on the DUF. The SBC-13STATE originated messages will be rated by SBC-13STATE and provided on the DUF. Third Party LECs' messages will be transmitted to Sage as passed to SBC-13STATE from the Third Party LEC.
- 3.3 Notwithstanding the foregoing, Sage shall not be liable for any Underbilled ABS Charges. Underbilled Charges means 1) ABS records that SBC-13STATE sends to Sage via the DUF that are more than ninety (90) days of the call being made that originated on the SBC-13STATE network; and 2) ABS records that are passed through SBC-13STATE by a Third Party LEC to Sage via the DUF that are more than ninety (90) days of the call being made. SBC is unable to customize the Daily Usage File process to accommodate these terms. Therefore, rated messages that meet the requirements outlined above as Underbilled ABS Charges must be returned to SBC-13STATE by means of the DUF as an Unbillable record for an adjustment.
- 3.4 Sage shall notify SBC-13STATE's Information Systems "IS" Call Center within twenty-four (24) hours from the discovery of a problem with transmission of the DUF.

## 4. UNBILLABLES / REJECTS

- 4.1 SBC-13STATE shall adjust Sage's ABS charges for timely and properly returned Unbillables and Rejects as defined herein within thirty (30) days or the next bill round, whichever comes first, after receipt of such Unbillables and Rejects.
- 4.2 Sage may submit Unbillable and/or Reject claims to SBC-13STATE no later than sixty (60) days from the date the message was originally sent to Sage through the DUF.
- 4.3 Sage must return Unbillable and/or Reject claims to SBC-13STATE by means of the DUF using the appropriate EMI Guidelines. In the event that Sage is not technically prepared to utilize the DUF return process to handle these charges upon execution of the Agreement, then Sage will process Unbillable and/or Reject claims through a mutually agreed upon format, not to exceed nine (9) months in duration.
- 4.4 Upon receipt of returned Unbillable and/or Reject claims, SBC-13STATE will first attempt to correct the message and re-send it to Sage for End-User billing. If the record cannot be corrected, SBC-13STATE will process appropriate credits to Sage's account.
- 4.5 In the event that duplicate records are received by Sage, a separate adjustment procedure will be necessary. Sage may notify SBC 13-STATE of one duplicate record or a series of duplicate records by submitting an email message to pccdispute@SBC.com. The Dispute Command Center will perform the

research necessary in order for Sage to either adjust the call or to sustain it with their End-User. The email from a representative of Sage should provide the inquiry details which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and or the nature of the inquiry. Within five (5) business days of receipt of the email message, a response will be provided to a Sage representative as to the results of the investigation. This response could be a recommendation to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist SBC in completing the investigation. When all questions are answered and disposition provided, Sage will either adjust the call or sustain it with their End User, and the credit applied to the CLEC's Billing Account Number (BAN) on the next billing cycle, as appropriate. Investigation will be completed within thirty (30) calendar days of receipt of claim. In the event that an investigation cannot be completed within thirty (30) calendar days, notification is made to Sage via phone or Email and the status will be provided periodically until it is resolved. Once an investigation is completed, an Email is sent to Sage advising of the results of the investigation and any action taken. If Sage does not agree with SBC-13STATE's application of credit to the BAN, and such disagreement cannot be resolved by informal discussions or negotiations, it is Sage's responsibility to invoke formal dispute.

## 5. BLOCKING

- 5.1 Sage shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. Sage shall also block End User access to ABS calls upon SBC-13STATE's request, as set forth in the Guidelines as defined in Section 5.2 in this Agreement.
- 5.2 Sage shall agree to cooperate with SBC-13STATE to investigate, minimize, and take corrective action in cases of fraud related to ABS calls. Sage shall also block its End-User access to ABS calls upon SBC-13STATE's request in the case of fraud. The failure of either Party to comply with the fraud detection and prevention provisions will constitute a material default under this Appendix for which the Parties will have the remedies specified herein.
- 5.3 In connection with the selective blocking and TBE option, SBC-13STATE is unable to guarantee that its methodology will block 100% of the collect/third Party calls. Sage is responsible for any ABS charges that may occur due to Sage's End User's acceptance of collect/third party calls; provided, however, that if such uncollectible charges arise on a line for which Sage ordered TBE blocking but SBC-13STATE failed to provide such TBE blocking, Sage will be entitled to a credit adjustment in the amount of such charges. SBC-13STATE will work cooperatively with Sage to investigate selective blocking effectiveness, where technically feasible, as part of the dispute process described in Section 2.4.1 above.

## 6. RESPONSIBILITY FOR TAXES ON ABS CHARGES

- 6.1 SBC-13STATE shall not add on any sales taxes, municipal fee surcharges, or other similar taxes to the ABS charges it sends to Sage on either the Daily Usage Feed or the monthly invoice.
- 6.2 When invoicing an End User, Sage shall be responsible for collection from the End User and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to End User charges billed under this Agreement.

## 7. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 7.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Appendix and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with

respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 7.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

## **8. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

- 8.1 This Appendix is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

## **9. SUBCONTRACTING**

- 9.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Appendix in accordance with its terms, including any obligations either Party performs through subcontractors.
- 9.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 9.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Appendix.
- 9.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Appendix with respect to such arrangement, except as consented to in writing by the other Party.
- 9.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Appendix shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Appendix.

## APPENDIX 911

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. DEFINITIONS ..... 3

3. SBC-13STATE RESPONSIBILITIES ..... 4

4. CARRIER RESPONSIBILITIES ..... 5

5. METHODS AND PRACTICES ..... 6

6. CONTINGENCY ..... 6

7. LIABILITY ..... 6



## APPENDIX 911

### TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

#### 1. INTRODUCTION

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between SBC-13STATE and CARRIER, and sets forth terms and conditions for E911 Service provided as part of LWC by the applicable SBC-13STATE ILEC.

#### 2. DEFINITIONS

- 2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from an SBC-13STATE Serving Switch to the E911 system.
- 2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.9 **"Emergency Service Number" or "ESN"** means a three to five (3 to 5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

### 3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to perform the 911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CARRIER as described in this section in a Rate Center in which CARRIER is authorized to provide local telephone exchange service and has LWC End Users, and **SBC-13STATE** is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 **SBC-13STATE** will switch 911 calls from CARRIER's LWC lines through the 911 SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 **SBC-13STATE** will forward the calling party number (ANI) of CARRIER's LWC lines and the associated Service Location Address provided by CARRIER for its LWC End Users to the PSAP for the Automatic Location Identification (ALI) display. If no ANI is forwarded to the 911 SR that serves the **SBC-13STATE** Serving Switch where CARRIER's LWC line is provisioned, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will forward a "No Record Found" to the PSAP and report this "No Record Found" condition to the CARRIER in accordance with NENA standards.
- 3.3 911 Trunking
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated 911 trunks from **SBC-13STATE**'s Serving Switch where CARRIER's LWC line is provisioned to the 911 SR and from the 911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.4 911 Database Maintenance
- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CARRIER's LWC End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CARRIER's LWC End Users] in the electronic data processing database for the 911 DBMS.
- 3.4.2 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.
- 3.4.3 Where **SBC-13STATE** is the 911 Service Provider, **SBC-13STATE** shall provide CARRIER LWC End User location information to the PSAP and shall accept calls from PSAPs concerning 911 service for CARRIER LWC End Users. CARRIER and **SBC-13STATE** agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

- 3.5 Where SBC-13STATE is the 911 Database Provider,
- 3.5.1 SBC-13STATE, upon receipt of an LSR from CARRIER for LWC End User records, will perform any necessary error correction of a LWC End User record if said record errs as a result of 911 data validation processes and that such error can be corrected without additional information provided to SBC-13STATE from CARRIER. If the LWC record does not pass 911 data validation processes and requires additional input from CARRIER, CARRIER and SBC-13STATE will work cooperatively to correct such error.
  - 3.5.2 SBC-13STATE shall use the appropriate service order process to update and maintain CARRIER LWC End User service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support 911/E911 on a non-discriminatory basis.
  - 3.5.3 SBC-13STATE, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database. SBC-13STATE will update all CARRIER LWC End User records in the ALI database affected by such a change in accordance with the MSAG change submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.
  - 3.5.4 SBC-13STATE, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database in accordance with the change to the ALI record submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.
  - 3.5.5 SBC-13STATE, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, SBC-13STATE will investigate and resolve said NRF or Misroute report on CARRIER's behalf. If said NRF or Misroute report requires assistance from CARRIER, CARRIER and SBC-13STATE will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

#### 4. CARRIER RESPONSIBILITIES

- 4.1 CARRIER or its representatives shall be responsible for providing CARRIER's LWC End User Records to SBC-13STATE for inclusion in SBC-13STATE's 911 DBMS on a timely basis. CARRIER shall provide SBC-13STATE with accurate and complete information regarding CARRIER's LWC End User(s) in a format and time frame prescribed by SBC-13STATE for purposes of E911 administration.
- 4.2 CARRIER shall order and provide accurate service address information for all LWC orders using the Local Service Request (LSR) process established by SBC-13STATE. Where SBC-13STATE is the 911 Service Provider, SBC-13STATE shall provide access to 911/E911 services for CARRIER's LWC End Users in the same manner that it provides such access to SBC-13STATE own retail End Users. This access shall include 911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CARRIER LWC End User based on the service location of that LWC End User.
- 4.3 CARRIER is responsible for collecting from its LWC End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or LWC End Users by any municipality or other governmental entity within whose boundaries the CARRIER provides local exchange service using LWC.
- 4.4 Where SBC-13STATE is the 911 Database Provider for CARRIER and E911 Customer, SBC-13STATE will not seek compensation from CARRIER for the 911 Database Maintenance functions described within this Appendix, but instead will bill the E911 Customer for all CARRIER LWC records residing in the appropriate SBC-13STATE 911 Database consistent with applicable law. CARRIER hereby assigns, to the full extent permitted by law, all rights, abilities, and other authorizations to allow SBC-13STATE to bill and retain any and all remittances for performing all 911 Database maintenance functions described within this Appendix, and to otherwise act in CARRIER's stead with respect thereto.

4.4.1 CARRIER shall not bill the E911 Customer for any CARRIER LWC records residing in an SBC-13STATE 911 Database, unless SBC-13STATE is prohibited by law, tariff, or otherwise from billing the E911 Customer for the 911 Database maintenance functions within this Appendix. In any such situation, CARRIER shall bill the E911 Customer for any CARRIER LWC records residing in an SBC-13STATE 911 Database, and shall timely tender the remittances upon receipt from the E911 Customer to SBC-13STATE in a manner as agreed to by the Parties.

4.5 All CARRIER LWC End User 911 Records, in accordance with NENA standards, will use the appropriate SBC-13STATE NENA Company ID to identify the dial tone provider of record.

## 5. METHODS AND PRACTICES

5.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's 911/E911 and any other emergency services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 6. CONTINGENCY

6.1 The terms and conditions of this Appendix represent a negotiated plan for providing 911 Service in conjunction with LWC.

6.2 The Parties agree that the 911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and CARRIER.

## 7. LIABILITY

7.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.

## APPENDIX 800

**TABLE OF CONTENTS**

1. INTRODUCTION..... 3

2. GENERAL TERMS AND CONDITIONS..... 3

## APPENDIX 800 (Toll Free Calling Database)

### 1. INTRODUCTION/DESCRIPTION

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Wholesale Complete between SBC-13STATE and CARRIER, and sets forth the terms and conditions for use of the Toll Free Calling Database as part of LWC.
- 1.2 As part of LWC, the use of the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) originating from a LWC AL where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Use of the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 1.3 Use of the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1 Use of the Toll Free Calling Database provided under the Agreement and this Appendix is only available as part of LWC.
- 2.2 Use of the Toll Free Calling Database is offered separate and apart from other network capabilities that may be available for use as part of LWC, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the terms and conditions that may be applicable for such related elements, and in no way shall this Appendix be construed to circumvent the terms and conditions as specified for such related elements. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately or with respect to any other offering by SBC-13STATE).
- 2.3 Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 2.4. CARRIER acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-13STATE's CCS/SS7 network and its 800 database. CARRIER further agrees that SBC-13STATE, at its sole discretion, may employ certain automatic and/or manual overload controls within SBC-13STATE's CCS/SS7 network to guard against these detrimental effects.
- 2.5 During periods of 800 database system congestion, SBC-13STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SBC-13STATE's 800 database. For example, during an overload condition, the automatic code gapping procedures shall tell SBC-13STATE's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of SBC-13STATE's 800 database. SBC-13STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 2.6 CARRIER shall not use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. CARRIER shall only use SBC-13STATE's Toll Free Calling Database with the use of LWC.

