APPENDIX LIDB AND CNAM 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 the terms and conditions for Query access to, and data storage and administration in, the Line Information Data Base (LIDB) and/or Calling Name Database provided by the applicable **SBC-12STATE** ILECs in conjunction with LWC, per 1.2.3 below.

1.2 **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT** and **SBC NEVADA** do not own a LIDB. Additionally, **SBC NEVADA**, **SBC CONNECTICUT**, **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** 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 and Administers its LIDB information in **SNET DG**'s LIDB. **SBC MIDWEST REGION 5-STATE** Queries its CNAM information in its CNAM Database and Administers CNAM information in both its CNAM Database and **SNET DG**'s LIDB.

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

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

1.2.4 **SBC CALIFORNIA** and **SBC SOUTHWEST REGION 5-STATE** Query and Administer their LIDB and CNAM information in their respective LIDBs.

1.3 Both **SBC CALIFORNIA** and **SNET DG** also provide Query access to, and data storage and administration in, their respective LIDB and/or CNAM Database 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 CONNECTICUT** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

1.4 **SBC-12STATE** as used herein, **SBC 12-STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC CONNECTICUT**.

1.5 **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 stores and/or administers 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 in a timely manner through interfaces agreed to between the Parties

2.2 **"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 nor the called party.

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

2.4 **"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.

2.5 **"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.

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

2.7 **"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 Personal Identification Numbers.

2.8 **"LIDB Data Screening (or Data Screening)"** means a LIDB capability to allow, deny, or limit the information returned to a Query-originator based upon type of query and data requested.

2.9 **"Level 2 Data Screening"** means a security capability Administered 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 type of Query, per Account Owner, and per LIDB basis.

2.10 **"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.

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

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

2.13 **"Service Platform"** means a physical platform that launches the LIDB and/or CNAM Query. A service platform may be a telephony switch, an SCP, or any other platform capable launching the Query that is provided in conjunction with LWC.

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

3. DESCRIPTION OF SERVICE

3.1 **SBC-13STATE** will provide carrier with Query access to **SBC-12STATE**'s LIDB and/or CNAM Database from all applicable **SBC-13STATE** Service Platforms that Carrier uses in conjunction with LWC in the same manner and for the same purposes that **SBC-13STATE** provides to itself. Any other Query access of **SBC-12STATE**'s LIDB will be pursuant to a separate agreement, including where applicable, effective tariffs.

3.2 All Account Owners, including Carrier and **SBC-13STATE**, are solely responsible for the Administration of their records in a complete, accurate, and timely manner, including additions, changes, and deletions. If Carrier is utilizing the LSR process, Carrier's responsibility for Administration of their records is limited as defined in sections 4.1.3 and 4.5 of this appendix. **SBC-12STATE** will provide interfaces or processes that will allow Carrier to Administer its data in such a manner. Carrier will select the interface(s) it will use at the Operating Company Number (OCN) level. Carrier will populate records for all working telephone numbers it provides using LWC and will Administer its data in such a manner that the accuracy of Response information and consistency of available data contained with the Database(s) are not adversely impacted. All data (irrespective of the Database in which it is stored) is administered from the LIDB Service Management System (SMS). Carrier will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.3 For **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**, GetData and LIDB Data Screening are available only through a direct agreement between Carrier and **SNET DG**. For all other regions, GetData capabilities are available as set forth in Section 4.

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

3.4.1 Calling Card Query

3.4.2 Billed Number Screening Query

3.4.3 Originating Line Number Screening Query (OLNS)

3.4.4 GetData Query

3.4.5 CNAM Query

3.5 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 Carrier and **SBC-13STATE**, which generate Queries from the restricted **SBC-13STATE** Service Platform(s).

3.6 **SBC-13STATE** shall have sole discretion in determining which LIDBs and/or CNAM Databases its Service Platforms will Query. In addition, **SBC-12STATE** will, at its sole discretion, allow or negotiate any and all access to an **SBC-12STATE**'s Database for all query types supported by these Databases. Carrier does not gain the ability, by virtue of this Appendix, to determine what Databases **SBC-13STATE** will Query, or what entities can query **SBC-12STATE**'s Databases. When **SBC-12STATE** provides Database Query access to any entity, such entity will also have access to Carrier's information, except that Carrier may invoke LIDB Data Screening.

3.7 When **SBC-12STATE** enhances its database for new data elements, **SBC-12STATE** will provide Carrier with, at least, sixty (60) days notice of new data elements and Carrier will update its line records within sixty (60) days of notice.

4. DATA STORAGE AND ADMINISTRATION PROVISIONING

4.1 Carrier can choose to Administer its information either through unbundled electronic interfaces or a process that uses Local Service Requests. The choice between unbundled electronic interface(s) and LSRs is mutually exclusive and cannot be combined within a single Operating Company Number (OCN). Carrier will enter all working telephone numbers into the Database(s). Carrier will also delete all non-working telephone numbers from the Database(s), including numbers for end users that change to another LEC, disconnect from Carrier, or otherwise leave Carrier's local service. Carrier will perform all such data Administration including changes and modifications in a timely manner and through the interface(s) it has chosen.

4.1.1 Service Order Entry Interface

4.1.1.1 This unbundled electronic interface allows Carrier to provide bulk updates from its service order process or other data source (such as back office systems) to the LIDB SMS. Such bulk updates must be formatted as set forth in relevant **SBC-12STATE** documentation which **SBC-12STATE** will provide to Carrier at no additional charge. Carrier can combine the use of the Service Order Entry Interface with the Interactive Interface.

4.1.1.2 **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will provide the Service Order Entry Interface within one hundred eighty (180) days upon request, unless otherwise offered earlier.

4.1.2 Interactive Interface

4.1.2.1 This unbundled electronic interface allows Carrier to have its own personnel access its records via an application screen that is presented on a computer monitor. This interface requires Carrier to purchase third-party terminal emulation software. **SBC-12STATE** will provide documentation for the use of this interface at no additional charge. Carrier can combine the use of the Interactive Interface with the Service Order Entry Interface.

4.1.2.2 **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT** will provide the Interactive Interface within one hundred twenty (120) days unless otherwise offered earlier.

4.1.3 LSR Process

4.1.3.1 The LSR Process allows Carrier to create and Administer its data through an **SBC-13STATE** service order flow. The LSR Process does not provide any of the Administrative capabilities of the unbundled electronic interfaces.

4.1.3.2 Carrier will provide complete information in its LSR so that Carrier's line record(s) can be populated completely, accurately, and in a timely manner. If Carrier's LSR does not contain information needed to populate a LIDB date element, default information may be populated instead. However, use of default information does not relieve Carrier of its responsibility for providing complete, accurate, and timely information. In the event Carrier relies upon default information under this paragraph, **SBC-13STATE** will not be responsible for any claim or damage resulting from the use of such default information.

4.2 In **SBC SOUTHWEST REGION 5-STATE**, Carrier will identify, through a registration form or ballot, how Carrier's line records will be created, transferred, and/or Administered on an ongoing basis. Carrier will provide a complete registration form or ballot prior to issuing LSRs. If CARRIER is already issuing LSRs, the requirement of this section 4.2 will only be applicable if CARRIER desires to modify how CARRIER's line records will be created, transferred, and/or Administered.

4.3 LIDB Editor

4.3.1 **SBC-12STATE** will provide Carrier with contact information of **SBC-12STATE** employees who can access the LIDB Editor when a LIDB SMS is unable to access LIDB or is otherwise inoperable for the sole purpose of updating Validation information due to fraud. Carrier will confirm all such updates through its selected interface(s).

4.4 Data Migration

4.4.1 Carrier will coordinate all requests to migrate data to or from **SBC-12STATE**'s LIDB and/or CNAM database with its new Database provider. When **SBC-12STATE** is the new Database provider, **SBC-12STATE** will coordinate with Carrier 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). Carrier is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

4.5 Audits

4.5.1 **SBC-12STATE** will audit all records in the Database against the LIDB SMS on a regular basis. **SBC-12STATE** will also audit all applicable line records in the SMS against the appropriate **SBC-13STATE** billing system on a regular basis. Line records subject to an audit between the SMS and the **SBC-13STATE** billing system include all records administered through an **SBC-13STATE** service order process, including the LSR Process.

4.5.2 Once yearly, Carrier will request a file containing all of its line record information which Carrier will audit against its own sources and Carrier will correct any discrepancies within fifteen (15) business days of receiving the audit file. Carrier can request additional audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable Carrier requests for such files.

4.6 LIDB Data Screening

4.6.1 Carrier will use an interface designated by **SBC-12STATE** to notify **SBC-12STATE** of Carrier's Level 2 Data Screening requests. **SBC-12STATE** will accept such blocking requests from Carrier only from Carrier's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE**.

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

4.6.3 If Carrier, or Carrier's affiliate(s), also originate Queries to **SBC-12STATE**'s LIDB(s) and Carrier and/or Carrier'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, Carrier may not request Level 2 Data Screening to limit or

restrict its data to any or all Query originators. If Carrier 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 that Carrier has requested.

4.6.4 LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information resides in a LIDB.

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

4.7 GetData

4.7.1 [**Redacted**]

5. FORECASTS

5.1 CARRIER will provide forecasts at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CARRIER's Query usage or significant change in Carrier's data store and/or volume of Database updates.

5.2 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CARRIER does not provide **SBC-13STATE** with reliable forecast information as set forth in this Section 5.1, **SBC-13STATE** 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 CARRIER 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, including Queries to third-party databases and all data storage and administration costs, from the service or network element CARRIER purchased to launch such Queries.

7. BILLING

7.1 When **SBC-13STATE** or a third party queries Carrier's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, Carrier will provide for billing as set forth in either Section 7.1.1 or 7.1.2 of this Appendix.

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

7.1.2 Carrier will provide to **SBC-13STATE** all necessary billing information needed by **SBC-13STATE** to bill the End User directly. SBC may receive billing information from Carrier subject to execution of Carrier's Billing Name and Address Agreement or other mutually agreeable method.

8. OWNERSHIP OF INFORMATION

8.1 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. CARRIER obtains no ownership interest by virtue of this Appendix or Agreement.

8.2 CARRIER 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.

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

9. LIMITATION OF LIABILITY

9.1   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 Query purchasers and/or their customers.

9.2   The Parties acknowledge that line record information is the product of routine business service order activity and/or fraud investigations. CARRIER 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 CARRIER except for such inaccuracies caused by **SBC-13STATE**'s willful misconduct or gross negligence.

9.3   LIDB AND/OR CNAM INFORMATION PROVIDED FOR USE WITH LWC **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. 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 CARRIER'S OR CARRIER'S END USERS' USE OF LIDB AND/OR CNAM INFORMATION IN PROVIDING LWC.

9.4   **SBC-13STATE**'s LIDB and/or Calling Name Database limits the Calling Name Information length to fifteen (15) characters. 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. CARRIER also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. 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 LIDB and/or Calling Name Database for such content related claims, damages, or actions resulting from **SBC-13STATE**'s willful misconduct or gross negligence.

9.5   In addition to any other indemnity obligations set forth in this Agreement, Carrier further agrees to release, indemnify, defend, and hold harmless **SBC-13STATE** from any and all claims, demands, or suits brought by a third party against **SBC-13STATE**, directly or indirectly arising out of **SBC-13STATE**'s administration of fraud monitoring or **SBC-13STATE**'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-13STATE** is found liable as a result of its gross negligence or willful misconduct.

9.6   In addition to any other indemnity obligations set forth in this Agreement, Carrier further agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all claims, demands, or suits brought by a third party against **SBC-13STATE**, directly or indirectly, arising out of Carrier's refusal to provide billing as set forth in Section 7.1.2 of this Appendix.

10. MUTUALITY

10.1   Whether or not CARRIER is a Database owner, CARRIER will make its LIDB and/or CNAM information available to **SBC-13STATE** under terms and conditions contained in this Appendix with prices to be negotiated between **SBC-13STATE** and the Database owner. Where CARRIER is not the Database owner, CARRIER will use its best efforts to gain such comparable terms and conditions for **SBC-13STATE** to Query CARRIER's LIDB and/or CNAM information on the third-party's Database. Should CARRIER store its LIDB and/or CNAM information in a Database other than **SBC-12STATE**'s, CARRIER 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. 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, CARRIER acknowledges that such CARRIER LIDB and/or CNAM information will be unavailable to any End User, including any CARRIER's End Users, that are served by **SBC-13STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

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 consent of the other Party.

APPENDIX DUF

REDACTED

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APPENDIX DAILY USAGE FEED (DUF)

1.   INTRODUCTION AND SCOPE

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 additional terms and conditions for Daily Usage Feed (DUF) of message data provided as part of LWC by the applicable **SBC-13STATE** ILEC.

2.   DAILY USAGE FEED (DUF)

2.1   If and where feasible, **SBC-13STATE** will provide CARRIER a specific Daily Usage File ("DUF") containing message data recorded by **SBC-13STATE** from all usage, including originating and terminating local, intraLATA, Toll and Access of Basic Analog Switching and non-dedicated transport on LWCALs, and alternately billed calls being billed to CARRIER's LWC Numbers. Such recorded message data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each **SBC- 13STATE** ILEC. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.

2.2   To the extent not performed prior to this Agreement, to establish file transmission for the Daily Usage File, CARRIER must provide to **SBC-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3   Unless otherwise specified herein with respect to Alternately Billed Service Calls, call detail for LEC-carried calls that are alternately billed to CARRIER's LWC Numbers will be forwarded to CARRIER as rated call detail on the DUF.

2.4   Interexchange call detail on LWC Numbers that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail end users, will be returned to the IXC and will not be passed through to CARRIER. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a CARRIER account. Billing for information/enhanced services and other ancillary services traffic will be passed through when **SBC-13STATE** records the message.

2.5   Neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever with respect to DUFs or message data associated with LWC. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the other Party to comply with its obligations. Each Party is obliged to use its best efforts to mitigate damages and to inform the other of issues and concerns regarding DUFs and/or message data so that analysis and investigation can occur and, if warranted, action taken to address and resolve any such issues or concerns. Included within the types of issues and/or concerns would be those that might indicate the CARRIER is not being sent the volume and/or type of records that it expects (e.g., anomalous trends, significant usage records shifts/usage changes in short period of time lack of record types, record mismatches, the possibility of "missing" records). The Parties agree to work cooperatively to resolves these issues.

2.6   When **SBC-13STATE** is notified that, due to its error or omission, incomplete message data has been provided to the CARRIER, upon written request from CARRIER, **SBC-13STATE** will make reasonable efforts to locate and/or recover the message data recorded no earlier than the twelve (12) previous months, and provide it to the CARRIER at no additional charge. Such requests to recover the message data must be made within thirty (30) calendar days from the date the details initially were made available to the CARRIER, or that CARRIER should have reasonably known or had reason to know of any such error or omission. If such written request is not received by **SBC-13STATE** within thirty (30)

calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to the CARRIER.

2.7 Except as provided in Section 2.8, **SBC-13STATE** shall have no further liability to the CARRIER beyond its obligation to make reasonable efforts to locate and/or recover the incomplete message data, for the data recorded no earlier than twelve (12) previous months.

2.8 [** REDACTED **]

2.9 **SBC-13STATE** will not be liable for any costs incurred by the CARRIER when the CARRIER is transmitting Return DUF files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.

2.10 CARRIER also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of any message data or other usage data as part of or in conjunction with LWC. This includes, but is not limited to lawsuits and complaints arising from disclosure of any customer specific information associated with either the originating or terminating telephone numbers or calls to a LWCAL or LWC Number.

LWC PRICING SCHEDULE[1]

REDACTED

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[1] Beginning on and after July 1, 2008, all prices in this LWC Pricing Schedule and/or under the PCA are subject to being set at a market price determined by **SBC-13STATE** subject to the provisions of Section 12.1 and 18.3 and/or the Agreement is subject to re-negotiation/termination, all per the PCA provisions.

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1						
2	[REDACTED]					
3	[REDACTED]					
4	[REDACTED]					
5	[REDACTED]					
6	[REDACTED]					
7	[REDACTED]					
8	[REDACTED]					
9	[REDACTED]					
10	[REDACTED]					
11						
12	[REDACTED]					
13	Loop					
14	UNE 2-Wire Analog Loop[2]			$ 20.00		
15						
16	Usage		MOU Rate per LWCAL per Billing Cycle (Actual -- Not Averaged)			
17	[REDACTED]					
18	[REDACTED]					

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
19						
20	Optional Services					
21			Privacy Manager®	$ 3.50 / LWCAL		
22						
			New Business Line Hunting features will be billed at $9.00 per LWCAL. The existing embedded base of hunting arrangements, as of PCA Effective Date, will be grandfathered without additional charge until June 30, 2005. Effective July 1,			

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
45	**Service Order Charge Discount Structure**					
46	Discount C^3	Non-Recurring	Electronic "Flow Through"	Electronic Service Order reduced to $5.00 NRC / LSR		
47						
48	**Other Charges**					
49			Bill Inquiry/Dispute (Charges sustained)			$25.00 / Incident
50			Paper Bill			Applicable Access Tariff Rate per Incident
51			Duplicate Bill			Applicable Access Tariff Rate per Incident
52			False Technician Dispatch (CLEC Fault)			$75.00 / Incident
53			Non-EFT payment or credit			$25.00 / Incident

APPENDIX 1 – SERVICE ASSURANCE BUSINESS RULES TO ATTACHMENT SERVICE ASSURANCE PLAN

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SERVICE ASSURANCE

Metric Number:	Name:
1	OSS Interface Availability

Definition:

This measures the time during which SBC electronic OSS Interfaces for CLECs are actually available, as a percentage of scheduled availability. Because SBC and CLEC service representatives obtain information from the same underlying legacy OSS, if a particular OSS is down, it is equally unavailable to both SBC and CLEC employees.

Exclusions:

- Interface outages outside of prime time hours (as published or defined on a state-by-state basis)
- Interface outages reported by a CLEC, but not found to be in SBC's systems
- Undetected Interface outages reported by a CLEC that were not reported to SBC's designated trouble reporting center
- Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC's change management process

Business Rules:

The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which SBC plans to offer and support CLEC access to SBC's operational support systems (OSS) functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the SBC interface is capable of accepting or receiving CLEC transactions or data files. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SBC's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SBC shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

- Verigate
- LEX
- EDI ordering
- EDI pre-ordering
- EBTA
- EBTA GUI
- CORBA

Calculation:	Report Structure/Geography:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	By interface geography. If an interface serves more than one state, the same performance will be reported for all states served by this interface.

Benchmark/Parity Performance Standard:

Interface available 95% of scheduled hour for the reporting month - Diagnostic – No Penalty to be Paid

Metric Number:	Name:
2	Mechanized Order Completion Notification Timeliness

Definition:

The percent of Mechanized Order Completion Notifications available within five business days of work completion.

Exclusions:

- Test and Administrative Orders
- Canceled service orders
- Orders received manually, e.g. fax or e-mail
- SBC Affiliate (or separate division) Orders
- Weekends and published holidays

Business Rules:

Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. **Business Days is determined based on Local Service Center (LSC) published business hours.** If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- None

Calculation:	Report Structure/Geography:
(# mechanized completions notifications returned to the CLEC within 5 business days of work completion ÷ total mechanized completions notifications sent) * 100	By CLEC

Benchmark/Parity Performance Standard:

95% of mechanized service order completion notifications sent within 5 business days of work completion. Diagnostic – No penalty to be paid

Metric Number:	Name:
3	Percent SBC Caused Missed Due Dates

Definition:

This measures the percentage of orders/circuits completed after the committed due date. Includes only orders/circuits with inward activity that have an assigned due date.

Exclusions:

- Canceled service orders

- Test Orders

- Orders that are not N, T, C.

- Administrative Orders

- Orders missed for facility reasons

- Due dates missed solely due to CLEC or customer reasons will be excluded from the numerator.

- NPAC caused misses, unless caused by SBC

- Excludes Interconnection Trunks

Business Rules:

The due date is the date negotiated by the customer and the SBC representative for service activation. For CLEC orders, this is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order provisioning activity. Wholesale Complete is measured at the order level.

Levels of Disaggregation:

See Benchmarks.

Calculation:	Report Structure/Geography:
(Number of orders/circuits where the order completion date is greater than the FOC due date due to SBC reasons) ÷ (Total number of orders/circuits)	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – No more than 5% missed due dates

Metric Number:	Name:
4	Installation Quality

Definition:

This measures the percentage of lines/circuits installed where a reported trouble was found in the network within 10 calendar days

Exclusions:

- Exclude pre-existing trouble

- SBC Test and Administrative Orders

- Subsequent reports (additional customer calls while the trouble is pending)

- Troubles beyond SBC's control (e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)

- Troubles reported on the Order Completion Date, or trouble reported prior to service order completion in SBC Southwest systems (except as noted in the Business Rules section).

- Troubles reported but not found (Found OK, Test OK, Came Clear)

- Troubles reported by SBC employees in the course of performing preventative maintenance, where no customer has reported a trouble

- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the trouble report is taken prior to completion of the service order.(Refer to Appendix 2 for list of Excluded "13" disposition codes). In SBC Midwest excludes disposition code "11", "12" and "13" reports.

Business Rules:

Wholesale Complete
Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received during the reporting month within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a Wholesale Complete conversion.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
Number of trouble reports submitted within 10 days of installation activity with trouble found in the network ÷ orders/circuits installed in the calendar month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – trouble reports within 10 days of installation not to exceed 8% of orders/circuits installed in the reporting month

Metric Number:	Name:
5	Repeat Trouble Report Rate

Definition:

Percentage of additional reported/cleared Network trouble that had a Network trouble cleared within the previous 10 days.

Exclusions:

- Disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. In SBC Midwest excludes disposition code "11", "12" and "13" reports.

- Reports submitted by SBC employees in the course of performing preventative maintenance, where no customer has reported a trouble

- Troubles beyond SBC's control(e.g. CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)

- Troubles reported on the Order Completion Date, or, trouble reported prior to service order completion in SBC systems

- Subsequent reports (additional customer calls while the trouble is pending)

- Troubles reported but not found (e.g. Found OK, Test OK, Came Clear)

- Troubles reported by SBC employees in the course of performing preventative maintenance, where no customer reported a trouble

- SBC official or administrative orders

Business Rules:

A repeat trouble report is defined as a trouble on the same line/circuit as a previous trouble report that occurred within the last 10 calendar days of the previous trouble. When the second report is received within 10 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 10 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 10 days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
Number of qualifying network trouble reports ÷ total network trouble reports found within the reporting month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – No more than 10% repeat trouble reports in the reporting month

Metric Number:	Name:
6	Out of Service within 48 Hours

Definition:

This measures the average trouble duration interval from trouble receipt to trouble clearance.

Exclusions:

- Effecting service problems
- Subsequent reports (additional customer calls while the trouble is pending)
- Troubles beyond SBC's control (e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)
- Troubles reported but not found (Found OK ,Test OK and Came Clear)
- Troubles reported by SBC employees in the course of performing preventative maintenance, where no customer reported a trouble
- For troubles where the stop clock is used, the time period from when the stop clock is initiated until the time when the clock resumes
- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. In SBC Midwest excludes disposition code "11", "12" and "13" reports.
- No access and delayed maintenance

Business Rules:

Trouble duration intervals may be measured on a running clock or limited stop-clock basis. Running clock includes weekends and holidays. A running clock is used for Wholesale Complete POTS. For example, if customer premises access is not available on a weekend, the clock stops at 5:00 p.m. Friday, and resumes at 8:00 a.m. Monday. This applies to dispatched out tickets only.

The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report in WFA.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
$\sum$[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] $\div$ total network customer trouble reports in the reporting month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – 90% OOS trouble reports cleared within 48 hours

APPENDIX OSS – LOCAL WHOLESALE COMPLETE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS FOR LOCAL WHOLESALE COMPLETE)

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 terms and conditions for use of Operations Support Systems (OSS) "functions" for pre-ordering, ordering, provisioning, maintenance/repair, and billing that SBC makes available to CARRIER in conjunction with Local Wholesale Complete (LWC).

2. DEFINITIONS

2.1 **"SBC-SOUTHWEST"** means applicable to: Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.2 **"SBC-MIDWEST"** means applicable to: Illinois, Indiana, Ohio, Michigan, and Wisconsin.

2.3 **"SBC-WEST"** means applicable to: California and Nevada.

2.4 "**SBC-EAST**" means applicable to: Connecticut.

2.5 **"SBC-13STATE"** means applicable to states pertaining to: **SBC-WEST, SBC-EAST, SBC-MIDWEST,** and **SBC-SOUTHWEST**.

2.6 **"LSC"** means the Local Service Center (LSC).

2.7 **"LOC"** means the Local Operations Center (LOC).

2.8 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CARRIERs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Proper Use of OSS interfaces:

3.1.1 For **SBC-13STATE**, CARRIER agrees to use **SBC-13STATE** OSS electronic interfaces, as offered herein, for pre-order, order, provisioning, maintenance and repair, and billing activity solely related to Local Wholesale Complete. CARRIER may not access or otherwise use the OSS functionality offering herein for any other purpose whatsoever. Failure to comply with reasonable security practices or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, CARRIER shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any misuse of SBC-13STATE's OSS included by not limited to unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from systems, workstations or terminals used by CARRIER employees, agents, or any third party gaining access through information and/or facilities obtained from, or utilized by CARRIER, or on behalf of CARRIER and shall pay **SBC-13STATE** for any and all damages caused by such actions.

3.2 Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's Local Service Provider. Provided however, if subsequent to March 31, 2004, **SBC-13STATE** is required, as a result of a final and nonappealable Section 252 arbitration award to which it is a party, or by other binding, final and nonappealable state commission decision of general applicability, or by binding Federal Communications Commission decision of general applicability, to allow access to pre order information

prior to an LOA, the Parties will negotiate an amendment to this Agreement to incorporate that decision for the affected State(s).

3.2.1 In **SBC-13STATE** regions, CARRIER must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.2.2 Throughout **SBC-13STATE** region, CARRIER is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CARRIER's failure to obtain proper CPNI consent from an end user.

3.3 In the event **SBC-13STATE** has good cause to believe that CARRIER has used **SBC-13STATE** OSS in a way that conflicts with this Agreement (including this Appendix) or applicable law, **SBC-13STATE** shall give CARRIER written notice describing the misuse ("Notice of Misuse"). Upon receipt of such notice, CARRIER shall immediately refrain from the misuse. If CARRIER fails to do so, then CARRIER's access to OSS shall be discontinued until after such misuse has been remedied. Manual processing will remain available until the issue of misuse has been resolved.

3.4 When mechanized processes are not available, CARRIER shall be permitted to use manual processes. When using manual processes, CARRIER will use the **SBC-13STATE** manual forms and populate such forms via electronic input and submit the forms via facsimile to the Local Service Center (LSC). CARRIER will be billed the electronic service order charge.

3.5 **SBC-13STATE** will continue to provide notification of changes to **SBC-13STATE** LSOR (Local Service Ordering Requirements) document consistent with the notification intervals in the **SBC-13STATE** Change Management Process

3.6 **SBC-13STATE**, at its discretion, will define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.7 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out consistent with the notification intervals in the **SBC-13STATE** Change Management process.

3.8 CARRIER is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CARRIER Hardware/Software Requirements for Access of SBC Uniform OSS Applications".

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide access to pre-order functions to support CARRIER ordering of Local Wholesale Complete. The following lists represent pre-order functions that are available to CARRIER so that CARRIER order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-Ordering functions include**

4.2.1 Feature/Service Availability

4..2.1.1 Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 <u>Customer Service Information - CSI Inquiry</u>

Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's Local Service Provider. Provided however, if subsequent to March 31, 2004, **SBC-13STATE** is required, as a result of a final and nonappealable Section 252 arbitration award to which it is a party, or by other binding, final and nonappealable state commission decision of general applicability, or by binding Federal Communications Commission decision of general applicability, to allow access to pre order information prior to an LOA, the Parties will negotiate an amendment to this Agreement to incorporate that decision for the affected State(s).

4.2.3 <u>Telephone Number Inquiry</u>

SBC-13STATE provides a <u>Telephone Number Reservation Inquiry</u> and a <u>Cancel Reservation</u> function.

4.2.4 <u>Scheduling Inquiry/Availability</u>

4.2.4.1 <u>Due Date Inquiry</u> provides next available dates for the end user (where available).

4.2.4.2 <u>Dispatch Inquiry</u> provides information to indicate whether dispatch is required.

4.2.5 <u>Address Validation Inquiry</u>

SBC-13STATE provides address validation function.

4.2.6 <u>Common Language Location Indicator (CLLI) Inquiry</u>

SBC-13STATE provides CLLI code inquiry function.

4.2.7 <u>Connecting Facility Assignment (CFA) Inquiry</u>

SBC-13STATE provides a CFA inquiry function.

4.2.8 <u>Network Channel/Network Channel Interface (NC/NCI) Inquiry</u>

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

4.3 **Electronic Access to Pre-Order Functions**

4.3.1 **Local Wholesale Complete Pre-order Interface Availability**

4.3.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.3.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CARRIER's own negotiation system.

4.4 **Other Pre-order Function Availability**

4.4.1 Where pre-ordering functions are not available electronically, CARRIER will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request. CARRIER will be billed the electronic service order charge.

4.4.2 Data Validation Files are available for the purpose of providing CARRIER with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CARRIER with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions to support CARRIER provisioning of Local Wholesale Complete via one or more electronic interfaces. To order Local Wholesale Complete, CARRIER will format the local service request (LSR) to identify what features, services, or elements it wishes. **SBC-13STATE** to provision in accordance with **SBC-13STATE** LSOR ordering requirements. **SBC-13STATE** will provide CARRIER access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

5.2.1 **SBC-13STATE** makes available to CARRIER an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Local Wholesale Complete, CARRIER and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Local Wholesale Complete ordering requirements, dependent on operating region.

5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Local Wholesale Complete. Web-based LEX is accessible via a web-based Toolbar.

5.3 Provisioning for Local Wholesale Complete in **SBC-13STATE**

SBC-13STATE will provision Local Wholesale Complete as detailed in CARRIER order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CARRIER to check service order status.

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

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for Local Wholesale Complete. Upon request, CARRIER may access these functions via the following methods:

6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CARRIER to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines

referenced within those documents, as mutually agreed upon by CARRIER and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CARRIER and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

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

7.2 Electronic access to billing information for Local Wholesale Complete will be available via the following interfaces:

7.2.1 **SBC-13STATE** makes available to CARRIER a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CARRIER's paper bill.

7.2.2 In **SBC-SOUTHWEST**, CARRIER may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SOUTHWEST** Toolbar.

7.2.3 In **SBC-13STATE**, CARRIER will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for Local Wholesale Complete in the industry standardized Exchange Message Interface (EMI) format.

7.2.4 **SBC-13STATE**, CARRIER will receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For LWCs this loss notification indicates when CARRIER's LWC End Users change their Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 CARRIER must access OSS interfaces as specified by **SBC-13STATE**. Currently access is provided via a Remote Access Facility. For the **SBC-SOUTHWEST** region, the LRAF currently located in Dallas, TX will be used. The PRAF in Fairfield, CA currently handles the **SBC-WEST** region. The ARAF, located in Chicago, IL, presently serves **SBC-MIDWEST** and the SRAF in New Haven, CT, currently handles the **SBC-EAST** region. Each of these four xRAFs will provide CARRIERs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CARRIER may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions, in accordance herewith, in any **SBC-13STATE** where CARRIER has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. SBC13-STATE reserves the right to modify connectivity requirements and RAF locations. All changes will be conveyed to CARRIER in advance of implementation.

8.2 Presently, CARRIER may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CARRIER shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CARRIER to provide its own modems and connection to the **SBC-SOUTHWEST** LRAF, **SBC-WEST** PRAF, **SBC-MIDWEST** ARAF, and **SBC-EAST** SRAF. CARRIER shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CARRIER to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.

8.3 Presently, CARRIER shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CARRIER shall have one valid Internet Protocol (IP) network address per region. CARRIER shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CARRIER's behalf. CARRIER shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 CARRIER shall attend and participate in implementation meetings to discuss CARRIER LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CARRIER agrees that interconnection of CARRIER data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CARRIER and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.1.1 CARRIER shall notify **SBC-13STATE** immediately, upon termination of employment of an individual user with approved access to the **SBC-13STATE**'s OSS interface(s) via a userID assigned by SBC-13STATE.

9.1.2 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2 Additional Responsibilities of Both Parties

9.2.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.2.2 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3 Monitoring

9.3.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CARRIER) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.3.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS

functions. ORT will be completed in conformance with agreed upon processes and implementation dates. ORT is required unless Carrier is already using CLEC OSS interface at the time of executing this LWC agreement.

11. OSS TRAINING COURSES

11.1 Prior to live OSS interface usage, CARRIER must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. A separate agreement will be required as a commitment to enroll in training classes and pay for a specific number of WSP students in each class. WSP can obtain a copy of the proposed contract and prices list from their account manager. Additional, course descriptions and class schedules by region for WSPs will be available through their Wireless Account Manager. WSP Training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable WSP to devise its own course work for its own employees. If Carrier is already live using SBC's CLEC OSS Interfaces at the time this contract was executed, this requirement for training language in Section 11 will only be applicable for new OSS interfaces that require separate training.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow CARRIER to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

14.2.1 CARRIER shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

14.2.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CARRIER to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

APPENDIX OSS – LOCAL WHOLESALE COMPLETE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS FOR LOCAL WHOLESALE COMPLETE)

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 terms and conditions for use of Operations Support Systems (OSS) "functions" for pre-ordering, ordering, provisioning, maintenance/repair, and billing that SBC makes available to CARRIER in conjunction with Local Wholesale Complete (LWC).

2. **DEFINITIONS**

   2.1   **"SBC-SOUTHWEST"** means applicable to: Arkansas, Kansas, Missouri, Oklahoma, and Texas.

   2.2   **"SBC-MIDWEST"** means applicable to: Illinois, Indiana, Ohio, Michigan, and Wisconsin.

   2.3   **"SBC-WEST"** means applicable to: California and Nevada.

   2.4   **"SBC-EAST"** means applicable to: Connecticut.

   2.5   **"SBC-13STATE"** means applicable to states pertaining to: **SBC-WEST, SBC-EAST, SBC-MIDWEST,** and **SBC-SOUTHWEST**.

   2.6   **"LSC"** means the Local Service Center (LSC).

   2.7   **"LOC"** means the Local Operations Center (LOC).

   2.8   **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CARRIERs' local service transactions are transported.

3. **GENERAL CONDITIONS**

   3.1   Proper Use of OSS interfaces:

   3.1.1   For **SBC-13STATE**, CARRIER agrees to use **SBC-13STATE** OSS electronic interfaces, as offered herein, for pre-order, order, provisioning, maintenance and repair, and billing activity solely related to Local Wholesale Complete. CARRIER may not access or otherwise use the OSS functionality offering herein for any other purpose whatsoever. Failure to comply with reasonable security practices or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, CARRIER shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any misuse of SBC-13STATE's OSS included by not limited to unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from systems, workstations or terminals used by CARRIER employees, agents, or any third party gaining access through information and/or facilities obtained from, or utilized by CARRIER, or on behalf of CARRIER and shall pay **SBC-13STATE** for any and all damages caused by such actions.

   3.2   Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's Local Service Provider. Provided however, if subsequent to March 31, 2004, **SBC-13STATE** is required, as a result of a final and nonappealable Section 252 arbitration award to which it is a party, or by other binding, final and nonappealable state commission decision of general applicability, or by binding Federal Communications Commission decision of general applicability, to allow access to pre order information

prior to an LOA, the Parties will negotiate an amendment to this Agreement to incorporate that decision for the affected State(s).

3.2.1 In **SBC-13STATE** regions, CARRIER must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.2.2 Throughout **SBC-13STATE** region, CARRIER is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CARRIER's failure to obtain proper CPNI consent from an end user.

3.3 In the event **SBC-13STATE** has good cause to believe that CARRIER has used **SBC-13STATE** OSS in a way that conflicts with this Agreement (including this Appendix) or applicable law, **SBC-13STATE** shall give CARRIER written notice describing the misuse ("Notice of Misuse"). Upon receipt of such notice, CARRIER shall immediately refrain from the misuse. If CARRIER fails to do so, then CARRIER's access to OSS shall be discontinued until after such misuse has been remedied. Manual processing will remain available until the issue of misuse has been resolved.

3.4 When mechanized processes are not available, CARRIER shall be permitted to use manual processes. When using manual processes, CARRIER will use the **SBC-13STATE** manual forms and populate such forms via electronic input and submit the forms via facsimile to the Local Service Center (LSC). CARRIER will be billed the electronic service order charge.

3.5 **SBC-13STATE** will continue to provide notification of changes to **SBC-13STATE** LSOR (Local Service Ordering Requirements) document consistent with the notification intervals in the **SBC-13STATE** Change Management Process

3.6 **SBC-13STATE**, at its discretion, will define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.7 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out consistent with the notification intervals in the **SBC-13STATE** Change Management process.

3.8 CARRIER is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CARRIER Hardware/Software Requirements for Access of SBC Uniform OSS Applications".

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide access to pre-order functions to support CARRIER ordering of Local Wholesale Complete. The following lists represent pre-order functions that are available to CARRIER so that CARRIER order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-Ordering functions include**

4.2.1 Feature/Service Availability

4..2.1.1 Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Within **SBC-13STATE** Service Areas, CARRIER's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another telecommunications carrier's end user where CARRIER has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's Local Service Provider. Provided however, if subsequent to March 31, 2004, **SBC-13STATE** is required, as a result of a final and nonappealable Section 252 arbitration award to which it is a party, or by other binding, final and nonappealable state commission decision of general applicability, or by binding Federal Communications Commission decision of general applicability, to allow access to pre order information prior to an LOA, the Parties will negotiate an amendment to this Agreement to incorporate that decision for the affected State(s).

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the end user (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.2.6 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.2.7 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.2.8 Network Channel/Network Channel Interface (NC/NCI) Inquiry

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

4.3 **Electronic Access to Pre-Order Functions**

4.3.1 **Local Wholesale Complete Pre-order Interface Availability**

4.3.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.3.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CARRIER's own negotiation system.

4.4 **Other Pre-order Function Availability**

4.4.1 Where pre-ordering functions are not available electronically, CARRIER will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request. CARRIER will be billed the electronic service order charge.

4.4.2 Data Validation Files are available for the purpose of providing CARRIER with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CARRIER with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions to support CARRIER provisioning of Local Wholesale Complete via one or more electronic interfaces. To order Local Wholesale Complete, CARRIER will format the local service request (LSR) to identify what features, services, or elements it wishes. **SBC-13STATE** to provision in accordance with **SBC-13STATE** LSOR ordering requirements. **SBC-13STATE** will provide CARRIER access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

5.2.1 **SBC-13STATE** makes available to CARRIER an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Local Wholesale Complete, CARRIER and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Local Wholesale Complete ordering requirements, dependent on operating region.

5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Local Wholesale Complete. Web-based LEX is accessible via a web-based Toolbar.

5.3 Provisioning for Local Wholesale Complete in **SBC-13STATE**

SBC-13STATE will provision Local Wholesale Complete as detailed in CARRIER order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CARRIER to check service order status.

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

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for Local Wholesale Complete. Upon request, CARRIER may access these functions via the following methods:

6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CARRIER to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines

referenced within those documents, as mutually agreed upon by CARRIER and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CARRIER and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

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

7.2   Electronic access to billing information for Local Wholesale Complete will be available via the following interfaces:

7.2.1   **SBC-13STATE** makes available to CARRIER a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CARRIER's paper bill.

7.2.2   In **SBC-SOUTHWEST**, CARRIER may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SOUTHWEST** Toolbar.

7.2.3   In **SBC-13STATE**, CARRIER will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for Local Wholesale Complete in the industry standardized Exchange Message Interface (EMI) format.

7.2.4   **SBC-13STATE**, CARRIER will receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For LWCs this loss notification indicates when CARRIER's LWC End Users change their Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1   CARRIER must access OSS interfaces as specified by **SBC-13STATE**. Currently access is provided via a Remote Access Facility. For the **SBC-SOUTHWEST** region, the LRAF currently located in Dallas, TX will be used. The PRAF in Fairfield, CA currently handles the **SBC-WEST** region. The ARAF, located in Chicago, IL, presently serves **SBC-MIDWEST** and the SRAF in New Haven, CT, currently handles the **SBC-EAST** region. Each of these four xRAFs will provide CARRIERs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CARRIER may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions, in accordance herewith, in any **SBC-13STATE** where CARRIER has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. SBC13-STATE reserves the right to modify connectivity requirements and RAF locations. All changes will be conveyed to CARRIER in advance of implementation.

8.2   Presently, CARRIER may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CARRIER shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CARRIER to provide its own modems and connection to the **SBC-SOUTHWEST** LRAF, **SBC-WEST** PRAF, **SBC-MIDWEST** ARAF, and **SBC-EAST** SRAF. CARRIER shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CARRIER to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.

8.3 <u>Presently</u>, CARRIER shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CARRIER shall have one valid Internet Protocol (IP) network address per region. CARRIER shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CARRIER's behalf. CARRIER shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 CARRIER shall attend and participate in implementation meetings to discuss CARRIER LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CARRIER agrees that interconnection of CARRIER data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CARRIER and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.1.1 CARRIER shall notify **SBC-13STATE** immediately, upon termination of employment of an individual user with approved access to the **SBC-13STATE**'s OSS interface(s) via a userID assigned by SBC-13STATE.

9.1.2 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2 Additional Responsibilities of Both Parties

9.2.1 <u>Modem/DSU Maintenance And Use Policy:</u> To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.2.2 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3 Monitoring

9.3.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CARRIER) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.3.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS

functions. ORT will be completed in conformance with agreed upon processes and implementation dates. ORT is required unless Carrier is already using CLEC OSS interface at the time of executing this LWC agreement.

11. OSS TRAINING COURSES

11.1 Prior to live OSS interface usage, CARRIER must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. A separate agreement will be required as a commitment to enroll in training classes and pay for a specific number of WSP students in each class. WSP can obtain a copy of the proposed contract and prices list from their account manager. Additional, course descriptions and class schedules by region for WSPs will be available through their Wireless Account Manager. WSP Training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable WSP to devise its own course work for its own employees. If Carrier is already live using SBC's CLEC OSS Interfaces at the time this contract was executed, this requirement for training language in Section 11 will only be applicable for new OSS interfaces that require separate training.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow CARRIER to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

14.2.1 CARRIER shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

14.2.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CARRIER to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

APPENDIX OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS/DA)

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APPENDIX OS/DA

1. INTRODUCTION AND SCOPE

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 Operator Services (OS) and Directory Assistance (DA) calls provided as part of LWC by the applicable **SBC-13STATE** ILEC.

1.2 In the context of LWC only, **SBC-13STATE** will offer Operator Services (OS) and Directory Assistance (DA) to CARRIER's LWC End Users at the rates, terms and conditions set forth in this section and Appendix Pricing. OS/DA is provided to CARRIER hereunder for use only with LWC.

1.3 **SBC-13STATE** makes this voluntary OS/DA offering conditional on CARRIER agreeing to use **SBC-13STATE** OS and DA platforms for the Term and Extended Term, if any, and during that period, CARRIER agreeing not to order some or all of CARRIER's OS and/or DA needs from a section 251-252 Interconnection Agreement or **SBC-13STATE** Wholesale Services Tariff (e.g. Indiana Bell Tariff 20R, Part 19, Sec. 7 Directory Assistance, and Sec. 8 Operator Services).

    1.3.1 CARRIER's LWC End Users shall have the same ability to reach **SBC-13STATE** OS and DA platforms as all **SBC-13STATE** retail end users served via the same **SBC-13STATE** end office switch providing the LWCAL from which the OS/DA call is originated, including the following:

- Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as:
  - ➤ Operator-assisted dialing
  - ➤ Placing a Collect Call
  - ➤ Placing a "Bill to Third Number" Call
  - ➤ Obtaining Busy Line Verification
  - ➤ Attempting a Busy Line Interrupt

- Dialing "411" or "555-1212" and reaching a Directory Assistance Operator for purposes such as
  - ➤ Retrieving a Published Telephone Number
  - ➤ DA Call Completion to a Retrieved Tel Number
  - ➤ National Directory Assistance
  - ➤ Reverse Directory Assistance
  - ➤ Business Category Search (where available)

    1.3.2 CARRIER's LWC End Users shall be answered by **SBC-13STATE** OS and DA platforms with the same priority as **SBC-13STATE** retail end users served via the same **SBC-13STATE** end office switch providing the LWCAL from which the OS/DA call is originated. Any technical difficulties in reaching the **SBC-13STATE** OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, labor strikes at the OS/DA call centers, etc.) will be experienced at parity with **SBC-13STATE** retail end users served via that same **SBC-13STATE** end office switch.

2. SPECIFICS OF OS OFFERING

2.1 <u>Operator Services Rate Structure</u>. Where technically feasible and/or available, **SBC-13STATE** will differentiate its OS charges by whether the CARRIER LWC End User is receiving

    2.1.1 <u>Manual</u> OS call assistance (i.e., provided a live, human Operator), for which a per work second charge will apply, and

    2.1.2 <u>Automated</u> OS call assistance (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live, human Operators), where a flat rate per call charge will apply.

    2.1.3 See Appendix Pricing for the full set of OS recurring rates that apply to LWC.

2.2   Operator Services Call Processing. Whether manual or automated, **SBC-13STATE** will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:

    2.2.1   General Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.

    2.2.2   Calling Card. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.

    2.2.3   Collect. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

    2.2.4   Third Number Billed. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to a different number than the calling or called number.

    2.2.5   Busy Line Verification (BLV). A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller being served via LWC of the status.

    2.2.6   Busy Line Interrupt (BLI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller from a LWCAL requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.   SPECIFICS OF DA OFFERING

3.1   Directory Assistance Rate Structure. Where technically feasible and/or available, **SBC-13STATE** will NOT differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.

    3.1.1   See Appendix Pricing for the full set of DA recurring rates that apply to LWC.

3.2   Directory Assistance Call Processing. Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services when originating a Directory Assistance call from a LWCAL, regardless of whether Operator Services is also requested from that LWCAL:

    3.2.1   Local Directory Assistance. Consists of providing published name, address and telephone number to the individual originating a directory assistance call from a LWCAL.

    3.2.2   Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the individual originating the call from a LWCAL, utilizing an automated voice system or with operator assistance.

    3.2.3   National Directory Assistance (NDA) [Where Available]. A service whereby callers may request directory assistance information outside their LATA or Home NPA (the geographic numbering plan from which a call originates) for a listed telephone number for residential, business and government accounts throughout the 50 states.

    3.2.4   Reverse Directory Assistance (RDA) [Where Available]. An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.

    3.2.5   Business Category Search (BCS) [Where Available]. A service in which an individual calling from a LWCAL request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call.

4. **OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E., BRAND ANNOUNCEMENT), RATES AND REFERENCES**

4.1 In all current **SBC-13STATE** OS/DA switches in **SBC-13STATE** service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch itself, prior to being handled by an automated equipment or live operator.

4.1.1 CARRIER may have a CARRIER-selected brand name or other greeting for calls originating from a LWCAL by providing a pre-recorded announcement to **SBC-13STATE** in conformity with the format, length, and other requirements specified for all carriers on the SBC CLEC website (https:clec.sbc.com). **SBC-13STATE** will then perform all of the loading and testing of the announcement for each applicable switch prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.

4.1.2 If CARRIER does not wish to brand the OS/DA calls, CARRIER may also have silence used instead upon connecting with the OS/DA switch by having **SBC-13STATE** load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls.

4.1.3 **SBC-13STATE** makes no warranties or representations that silent announcements will be perceived by end users as ordinary mechanical handling of OS/DA calls.

4.1.3.1 CARRIER understands that it is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, and that if it does not brand the call, CARRIER agrees to indemnify and hold **SBC-13STATE** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

4.1.3.2 **SBC-13STATE** understands that it must make the silent recording play for the shortest possible duration technically feasible for each applicable switch, and accepts responsibility for any regulatory violation, consumer complaint, or other sanction stemming from failure to do so (i.e. call handling delay), but otherwise it has no responsibility if a silent announcement is chosen by CARRIER.

4.1.4 **SBC-13STATE** will be responsible for loading the CARRIER-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to **SBC-13STATE** retail end users. CARRIER will be responsible for paying the initial announcement loading charges, and thereafter, the per-call charge (primarily to cover switch maintenance), as well as any subsequent loading charges if a new brand announcement is provided as specified above. Branding load charges are Nonrecurring and are found in Appendix LWC Pricing.

4.1.5 In the event the technical makeup of a particular **SBC-13STATE** OS switch does not route the incoming call through an automatic pre-recorded announcement, the foregoing subsections do not apply, and CARRIER and **SBC-13STATE** agree to make alternative arrangements for OS branding announcements.

4.1.6 Where the phraseology is the same for OS and DA branding, only one branding charge will apply.

4.2 In all current **SBC-13STATE** OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS and/or DA operator.

4.2.1 **SBC-13STATE** will quote to any individual calling from a LWCAL, when asked, the CARRIER's retail rates for all OS/DA services as loaded. If further inquiries are made about rates or billing and/or "business office" questions, the OS and DA operators shall direct the calling party's inquiries to the CARRIER-provided contact number.

4.2.2   **SBC-13STATE** will be responsible for loading the CARRIER-provided OS/DA retail rates and the CARRIER-provided contact numbers into the OS/DA switches. Rate/Reference load charges are Nonrecurring and are found in Appendix Pricing.

APPENDIX BASIC ANALOG SWITCHING AND NON-DEDICATED TRANSPORT