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APPENDIX 911

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

1. INTRODUCTION

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

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from an **SBC-13STATE** Serving Switch to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five (3 to 5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

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2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

3.1 **SBC-13STATE** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to perform the 911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CARRIER as described in this section in a Rate Center in which CARRIER is authorized to provide local telephone exchange service and has LWC End Users, and **SBC-13STATE** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **SBC-13STATE** will switch 911 calls from CARRIER's LWC lines through the 911 SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **SBC-13STATE** will forward the calling party number (ANI) of CARRIER's LWC lines and the associated Service Location Address provided by CARRIER for its LWC End Users to the PSAP for the Automatic Location Identification (ALI) display. If no ANI is forwarded to the 911 SR that serves the **SBC-13STATE** Serving Switch where CARRIER's LWC line is provisioned, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will forward a "No Record Found" to the PSAP and report this "No Record Found" condition to the CARRIER in accordance with NENA standards.

3.3 911 Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated 911 trunks from **SBC-13STATE**'s Serving Switch where CARRIER's LWC line is provisioned to the 911 SR and from the 911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.4 911 Database Maintenance

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CARRIER's LWC End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CARRIER's LWC End Users] in the electronic data processing database for the 911 DBMS.

3.4.2 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.3 Where **SBC-13STATE** is the 911 Service Provider, **SBC-13STATE** shall provide CARRIER LWC End User location information to the PSAP and shall accept calls from PSAPs concerning 911 service for CARRIER LWC End Users. CARRIER and **SBC-13STATE** agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

3.5   Where **SBC-13STATE** is the 911 Database Provider,

     3.5.1   **SBC-13STATE**, upon receipt of an LSR from CARRIER for LWC End User records, will perform any necessary error correction of a LWC End User record if said record errs as a result of 911 data validation processes and that such error can be corrected without additional information provided to **SBC-13STATE** from CARRIER. If the LWC record does not pass 911 data validation processes and requires additional input from CARRIER, CARRIER and **SBC-13STATE** will work cooperatively to correct such error.

     3.5.2   **SBC-13STATE** shall use the appropriate service order process to update and maintain CARRIER LWC End User service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support 911/E911 on a non-discriminatory basis.

     3.5.3   **SBC-13STATE**, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database. **SBC-13STATE** will update all CARRIER LWC End User records in the ALI database affected by such a change in accordance with the MSAG change submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.

     3.5.4   **SBC-13STATE**, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database in accordance with the change to the ALI record submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.

     3.5.5   **SBC-13STATE**, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, **SBC 13-STATE** will investigation and resolve said NRF or Misroute report on CARRIER's behalf. If said NRF or Misroute report requires assistance from CARRIER, CARRIER and **SBC-13STATE** will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

4.   CARRIER RESPONSIBILITIES

4.1   CARRIER or its representatives shall be responsible for providing CARRIER's LWC End User Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s 911 DBMS on a timely basis. CARRIER shall provide **SBC-13STATE** with accurate and complete information regarding CARRIER's LWC End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.2   CARRIER shall order and provide accurate service address information for all LWC orders using the Local Service Request (LSR) process established by **SBC-13STATE**. Where **SBC-13STATE** is the 911 Service Provider, **SBC-13STATE** shall provide access to 911/E911 services for CARRIER's LWC End Users in the same manner that it provides such access to **SBC-13STATE** own retail End Users. This access shall include 911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CARRIER LWC End User based on the service location of that LWC End User.

4.3   CARRIER is responsible for collecting from its LWC End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or LWC End Users by any municipality or other governmental entity within whose boundaries the CARRIER provides local exchange service using LWC.

4.4   Where **SBC-13STATE** is the 911 Database Provider for CARRIER and E911 Customer, **SBC-13STATE** will not seek compensation from CARRIER for the 911 Database Maintenance functions described within this Appendix, but instead will bill the E911 Customer for all CARRIER LWC records residing in the appropriate **SBC-13STATE** 911 Database consistent with applicable law. CARRIER hereby assigns, to the full extent permitted by law, all rights, abilities, and other authorizations to allow **SBC-13STATE** to bill and retain any and all remittances for performing all 911 Database maintenance functions described within this Appendix, and to otherwise act in CARRIER's stead with respect thereto.

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

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

5. METHODS AND PRACTICES

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

6. CONTINGENCY

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

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

7. LIABILITY

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

APPENDIX 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 Operator Services Rate Structure. 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 Manual OS call assistance (i.e., provided a live, human Operator), for which a per work second charge will apply, and

2.1.2 Automated 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.

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2.2 <u>Operator Services Call Processing</u>. 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 <u>General Operator Assistance</u>. 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 <u>Calling Card</u>. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.

    2.2.3 <u>Collect</u>. 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 <u>Third Number Billed</u>. 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 <u>Busy Line Verification (BLV)</u>. 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 <u>Busy Line Interrupt (BLI)</u>. 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 <u>Directory Assistance Rate Structure.</u> 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 <u>Directory Assistance Call Processing.</u> 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 <u>Local Directory Assistance</u>. Consists of providing published name, address and telephone number to the individual originating a directory assistance call from a LWCAL.

    3.2.2 <u>Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion"</u> <u>(ECC)]</u>. 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 <u>National Directory Assistance (NDA)</u> [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 <u>Reverse Directory Assistance (RDA)</u> [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 <u>Business Category Search (BCS)</u> [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

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APPENDIX BASIC ANALOG SWITCHING AND NON-DEDICATED TRANSPORT

1. INTRODUCTION

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

2. BASIC ANALOG SWITCHING

2.1 **SBC-13STATE** Serving Switch shall use the routing instructions resident in it to direct all CARRIER traffic originated by, or terminated to, an LWCAL.

2.2 **SBC-13STATE** will allow CARRIER to designate the features and functions that are available on a particular LWCAL to the extent such features and functions are loaded and activated in that LWC End User's Serving Switch for use with Basic Analog Switching. When CARRIER purchases LWCAL CARRIER will be required to designate the features and functions that are to be included on the LWCAL.

2.3 As part of LWC and the use of non-dedicated transport, **SBC-13STATE** will also provide the use of its tandem switching for the transport of toll traffic where an interexchange carrier (including the LWCAL's interLATA PIC/intraLATA LPIC) is not directly connected to the Serving Switch, and where **SBC-13STATE** is providing for the transport of "1+" intraLATA toll traffic as provided herein. **SBC-13STATE** tandem switching is only provided as part of routing traffic that originates from, or terminates to, an LWCAL.

2.4 LWC as provided by **SBC-13STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

2.5 **SBC-13STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CARRIER agrees to respond to **SBC-13STATE**'s notifications regarding network congestion.

2.6 **SBC-13STATE** will perform testing on LWC lines for CARRIER in the same manner and frequency that **SBC-13STATE** performs for its own retail or resale customers for an equivalent service.

2.7 **SBC-13STATE** will repair and restore any **SBC-13STATE** equipment that may adversely impact LWC.

2.8 Where the technical capability is available, **SBC-13STATE** will provide usage detail for the Basic Analog Switching used in a LWC-AL in accordance with and subject to other application provisions of this Agreement. Refer to DUF Appendix for daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

2.9 Where technically feasible, **SBC-13STATE** will provide CARRIER with the use of the functionality to block incollect calls (collect calls, calling card calls and calls billed to 3rd parties), 900 calls, international calls (IDDD), and toll calls) by line or trunk for LWC lines to the extent that **SBC-13STATE** provides such blocking capabilities to its end users and to the extent required by federal and/or State law.

3. NON-DEDICATED TRANSPORT

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

3.2   This non-dedicated transport permits the CARRIER to use **SBC-13STATE** for the origination from and termination to the associated LWCAL of local traffic to and from **SBC-13STATE** switches or third-party switches.

3.3   IntraLATA Toll Transmission

3.3.1   **SBC-12STATE** shall also make available, upon a LWCAL-specific request, the ability to route over **SBC-12STATE**'s existing network "1+" intraLATA calls originating from that LWCAL ("L-PIC Ability"). The L-PIC Ability will be provided from the Serving Switch for the LWCAL, and consists of use of **SBC-12STATE**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching (per above), as "1+" intraLATA toll calls originated from the same Serving Switch by **SBC-12STATE**'s retail end users for whom **SBC-12STATE** is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CARRIER of **SBC-12STATE**'s routing code or, if the means exist and are enabled by **SBC-12STATE** to use CARRIER's Carrier Identification Code (CIC) instead of **SBC-12STATE**'s code, then using CARRIER's CIC.

3.3.2   **SBC CONNECTICUT** Only: **SBC CONNECTICUT** will make available, upon a LWC-AL-specific request, an L-PIC Ability for "1+" calls placed to points outside of **CONNECTICUT**'s local calling area, but within **SBC CONNECTICUT**'s retail intraLATA toll service area. The L-PIC Ability will be provided from **SBC CONNECTICUT**'s Serving Switch for the LWCAL, and consists of use of **SBC CONNECTICUT**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as "1+" intraLATA toll calls originated from the same Serving Switch by **SBC CONNECTICUT**'s retail end users for whom **SBC CONNECTICUT** is the presubscribed intraLATA toll carrier.

3.3.2.1   CARRIER acknowledges that "1+" calls from **SBC CONNECTICUT**-provided LWCAL using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other telecommunications carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to **SBC CONNECTICUT** shall include such use to the Verizon switches.

3.3.2.2   **SBC CONNECTICUT**'s L-PIC Ability shall be made available to CARRIER through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CARRIER. The L-PIC Ability is only available to CARRIER for an LWCAL purchased by CARRIER on which CARRIER has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CARRIER shall not use any other pseudo-CIC assigned to another telecommunications carrier or any other routing code enabled for use in **SBC CONNECTICUT**'s network. **SBC CONNECTICUT** will provide call detail to CARRIER on a daily basis consistent with its then-current practices for LWCAL usage.

3.3.2.3   To be enabled to use the L-PIC Ability, CARRIER shall provide a written request to **SBC CONNECTICUT**. **SBC CONNECTICUT** shall thereafter bill CARRIER (and CARRIER shall promptly pay to **SBC CONNECTICUT**) a one-time $5,000.00 service charge for assigning and establishing the CARRIER's exclusive pseudo-CIC in **SBC CONNECTICUT**'s systems and switches. CARRIER acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CARRIER uses the L-PIC Ability. CARRIER shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CARRIER shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. **SBC CONNECTICUT** reserves the right to modify or change the pseudo-CIC code used by CARRIER hereunder, with such change effective thirty (30) days after written notice to

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

3.3.2.4 The L-PIC Ability shall thereafter become available to CARRIER in an estimated six (6) weeks after **SBC CONNECTICUT**'s receipt of payment under Section 2.3.2.3. The Parties agree that in order to implement the updating of **SBC CONNECTICUT**'s switches with CARRIER's pseudo-CIC within the six weeks, CARRIER will obtain and provide its Exchange Carrier Code to **SBC CONNECTICUT** upon the execution of this Amendment.

3.3.2.5 For intraLATA "0+" operator service calls placed from a LWCAL using the L-PIC Ability, which calls are not customized routed, the MOU charge shall be charged for call transport. For directory assistance calls placed from a LWCAL using the L-PIC Ability, which calls are not customized routed, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.

3.3.2.6 **SBC CONNECTICUT** will bill the MOUs to CARRIER on a monthly basis for total MOUs on completed calls placed from **SBC CONNECTICUT** LWCALs purchased by CARRIER, and on which LWCALs CARRIER has specifically ordered the pseudo-CIC be used as the LPIC. CARRIER acknowledges that **SBC CONNECTICUT**'s charges to CARRIER will be rendered using the rating as set forth in Section 20 of **SBC CONNECTICUT**'s Connecticut Access Tariff. After rendering a bill to CARRIER, **SBC CONNECTICUT** will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.

3.3.2.7 This Section 3.3.2 shall not apply if **SBC CONNECTICUT** no longer provides the L-PIC ability in the manner on which this section is based. In such event, the Parties shall negotiate in good faith replacement provisions

3.3.3 **SBC-13STATE** shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability. CARRIER shall not charge **SBC-13STATE** for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to **SBC-13STATE** shall be subject to the Agreement's provisions regarding the termination of toll traffic

3.3.4 For purposes of intercarrier compensation where toll calls are transported via the L-PIC Ability and terminated to an **SBC-13STATE** switch, as between CARRIER and **SBC-13STATE**, terminating access charges begin to apply at the trunk side of **SBC-13STATE**'s terminating switch.

3.3.5 When a LWC-AL is purchased, all CARRIER's local traffic between **SBC-13STATE** switches will use the non-dedicated transport, and all local CARRIER's traffic to non-**SBC-13STATE** switches will use an additional transiting function to those non-**SBC-13STATE** switches that are directly trunked (interconnected) to an **SBC-13STATE** switch that is within the included calling scope provided for in the Agreement. The non-dedicated transport shall not affect the routing of any traffic from a LWC-AL that has a third party carrier's Carrier Identification Code as that LWCAL's interLATA toll provider (PIC) or intraLATA toll provider (LPIC) (e.g., traffic subject to interLATA/intraLATA presubscription will be delivered to PIC'd/LPIC'd interexchange carrier).

3.3.5.1 In the event **SBC-13STATE** is ordered, required, or otherwise allowed to block CARRIER's transiting or other traffic originating from or terminating to a LWC line, CARRIER shall pay **SBC-13STATE**'s costs of the work performed in establishing such blocking.

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

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

3.3.8 IntraLATA and InterLATA Toll Calls

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

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

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

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

3.3.9 Toll Free Calls

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

4. MOU (USAGE-SENSITIVE) CHARGING

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

5. MAINTENANCE OF SERVICE

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

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

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

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

5.5 If CARRIER issues a trouble report that requires **SBC-13STATE** to access the LWC End User's premises and **SBC-13STATE** personnel are dispatched but denied access to that premises, then Maintenance of Service charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to that premises, these charges will apply without regard to the earlier dispatch and as if the subsequent dispatch was an unrelated dispatch.

5.6 Maintenance of Service charges will apply per incidence at the rate listed in the pricing schedule.

5.7 If CARRIER requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

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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 LIDB AND CNAM

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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

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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 The parties will work together through the Joint Development Project to determine the terms, conditions, and pricing for the creation and Administration of custom data elements that are specific to Carrier's line records. Any needed hardware and/or software enhancements required to support the creation and maintenance of custom data elements will be addressed through the Joint Development Project.

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

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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
ALTERNATE BILLED SERVICES
"ABS"

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APPENDIX ALTERNATE BILLED SERVICES TRAFFIC

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

1. DEFINITIONS

1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to Sage's End-User Customer as defined in Section 9, or (2) any charges or credits to Sage's account for amounts declared as Unbillable and/or Uncollectible, as defined herein.

1.2 **"Alternate Billed Services" (ABS)** means a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.3 **"Daily Usage File"** (DUF) is a process whereby a CLEC receives usage sensitive records in the industry standard format, currently Exchange Message Interface (EMI).

1.4 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by Sage and provisioned with SBC-STATE LWCAL. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.5 The term "ILEC" in this Agreement references the **SBC** ILECs doing business in the regions more particularly described below:

1.5.1 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 "**Messages**" means the call detail information provided via the DUF (See Section 3.).

1.7 **"Pre-paid Service"** means a program offered by **SBC-13STATE**'s Public Communications unit that will allow Sage's End Users to receive collect calls that originate from inmate facilities served by **SBC-13STATE**'s Public Communications unit when Selective Blocking has been imposed. Pre-paid Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.

1.8 **"Rejects"** means Messages that fail to pass edits in Sage's billing system, including, but not limited to, Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to Sage at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

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1.9 **"Selective Blocking"** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications unit and that are billable to Sage's End-Users (that is certain inmate – originated collect calls terminating to Sage's LWCAL switch-port). Traffic originating from these inmate facilities will not complete to End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will identify Sage's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** local switch ports.

1.10 **"Rated ABS Message"** means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.

1.11 **"Third Party"** means any Person other than a Party.

1.12 **"Toll Billing Exception" (TBE)** means a blocking functionality which uses pre-existing Line Information Database ("LIDB") to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.

1.13 **"Unbillable"** means the rated value of an ABS Message that is not billable to Sage's End-User because of missing information in the billing record or other billing error (not the result of an error by Sage) that is returned to **SBC-13STATE** by means of the DUF.

1.14 **"Uncollectible"** means the rated value of an ABS Message for which charges are billed by Sage to Sage's End-User's telephone number and cannot be collected by Sage from its End-User, despite Sage's collection efforts.

2. **RESPONSIBILITY FOR INCOLLECT CALLS**

2.1 Sage is responsible for payment of all charges for ABS calls, excluding Unbillables, Rejects, and Uncollectibles as provided in Sections 2.1.1 and 4 below. At the sole discretion of Sage, it may bill its End Users for ABS calls transmitted by **SBC-13STATE** via the Daily Usage File ("DUF"). Sage shall receive a forty percent (40%) accounts receivable discount (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages (which requires that Sage pay (a) sixty percent (60%) of the total amount of charges for SBC-originated ABS messages, and (b) sixty percent (60%) of any ABS charges passed through SBC by Third Party LECs, that are included in a DUF Transmission as provided in Section 3), excluding Unbillables, Rejects, and Uncollectibles as provided in Sections 2.1.1 and 4 below. **SBC-13STATE** will credit Sage a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.

2.1.1 Sage will monitor and either authorize or block its End Users' ABS calls within three (3) days of receiving records from SBC, provided cumulative records on an individual telephone number equal $250 or more within a given billing period. SBC will accept for adjustment any amounts over $500 in a single billing period where Sage follows this process and the amount becomes uncollectible.

2.2 At Sage's option exercisable by delivery of a written request to **SBC-13STATE**, **SBC-13STATE** will selectively block calls which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to Sage's End-Users. Once Sage requests Selective Blocking, **SBC-13STATE** will identify Sage's OCNs and provide the programming necessary to restrict inmate originated collect calls which terminate to **SBC-13STATE** local switch ports.
Sage will not be charged for Selective Blocking for the term of this Agreement. **SBC-13 STATE** agrees that for each state in which Sage has already exercised the option to selectively block calls as provided herein, Sage will not have to provide **SBC-13 STATE** with additional notice.

2.3   Settlement with Sage

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

a. All charges due Sage under the Accounts Receivable Option of this Appendix minus the credit to Sage of a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on **SBC-13STATE**'s network. The Accounts Receivable Discount, as defined above, will be credited one month in arrears to Requesting Carrier's account;

b. Amounts declared Unbillable, Rejects, and Uncollectibles as provided in 2.1.1 above or Section 4 below;

c. Late Payment Charges previously assessed for Unbillables and/or Rejects.

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

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

2.4   Billing Services

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

2.5   Applicability of Rates

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

3.   DAILY USAGE FILE

3.1   **The Daily Usage File** (DUF) will be provided to Sage in the industry standard format, currently Exchange Message Interface (EMI). The EMI format is established by the Ordering and Billing Forum (OBF), an industry body, sponsored by the Alliance for Telecommunications Solutions (ATIS), that is charged with creating voluntary guidelines for the exchange of information among Telecommunications Carriers. **SBC-13STATE** will provide Sage with formatted records via the DUF for **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate.

3.2   In addition to any other records required to be transmitted in the DUF, **SBC-13STATE** shall transmit **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls to Sage on the DUF. The **SBC-13STATE** originated messages will be rated by **SBC-13STATE** and provided on the DUF. Third Party LECs' messages will be transmitted to Sage as passed to **SBC-13STATE** from the Third Party LEC.

3.3   Notwithstanding the foregoing, Sage shall not be liable for any Underbilled ABS Charges. Underbilled Charges means 1) ABS records that **SBC-13STATE** sends to Sage via the DUF that are more than ninety (90) days of the call being made that originated on the **SBC-13STATE** network; and 2) ABS records that are passed through **SBC-13STATE** by a Third Party LEC to Sage via the DUF that are more than ninety (90) days of the call being made. SBC is unable to customize the Daily Usage File process to accommodate these terms. Therefore, rated messages that meet the requirements outlined above as Underbilled ABS Charges must be returned to **SBC-13STATE** by means of the DUF as an Unbillable record for an adjustment.

3.4   Sage shall notify **SBC-13STATE**'s Information Systems "IS" Call Center within twenty-four (24) hours from the discovery of a problem with transmission of the DUF.

4.   UNBILLABLES / REJECTS

4.1   **SBC-13STATE** shall adjust Sage's ABS charges for timely and properly returned Unbillables and Rejects as defined herein within thirty (30) days or the next bill round, whichever comes first, after receipt of such Unbillables and Rejects.

4.2   Sage may submit Unbillable and/or Reject claims to **SBC-13STATE** no later than sixty (60) days from the date the message was originally sent to Sage through the DUF.

4.3   Sage must return Unbillable and/or Reject claims to **SBC-13STATE** by means of the DUF using the appropriate EMI Guidelines. In the event that Sage is not technically prepared to utilize the DUF return process to handle these charges upon execution of the Agreement, then Sage will process Unbillable and/or Reject claims through a mutually agreed upon format, not to exceed nine (9) months in duration.

4.4   Upon receipt of returned Unbillable and/or Reject claims, **SBC-13STATE** will first attempt to correct the message and re-send it to Sage for End-User billing. If the record cannot be corrected, **SBC-13STATE** will process appropriate credits to Sage's account.

4.5   In the event that duplicate records are received by Sage, a separate adjustment procedure will be necessary. Sage may notify **SBC 13-STATE** of one duplicate record or a series of duplicate records by submitting an email message to pccdispute@SBC.com. The Dispute Command Center will perform the

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

5.   BLOCKING

5.1   Sage shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. Sage shall also block End User access to ABS calls upon **SBC-13STATE**'s request, as set forth in the Guidelines as defined in Section 5.2 in this Agreement.

5.2   Sage shall agree to cooperate with **SBC-13STATE** to investigate, minimize, and take corrective action in cases of fraud related to ABS calls. Sage shall also block its End-User access to ABS calls upon **SBC-13STATE**'s request in the case of fraud. The failure of either Party to comply with the fraud detection and prevention provisions will constitute a material default under this Appendix for which the Parties will have the remedies specified herein.

5.3   In connection with the selective blocking and TBE option, **SBC-13STATE** is unable to guarantee that its methodology will block 100% of the collect/third Party calls. Sage is responsible for any ABS charges that may occur due to Sage's End User's acceptance of collect/third party calls; provided, however, that if such uncollectible charges arise on a line for which Sage ordered TBE blocking but **SBC-13STATE** failed to provide such TBE blocking, Sage will be entitled to a credit adjustment in the amount of such charges. SBC-13STATE will work cooperatively with Sage to investigate selective blocking effectiveness, where technically feasible, as part of the dispute process described in Section 2.4.1 above.

6.   RESPONSIBILITY FOR TAXES ON ABS CHARGES

6.1   **SBC-13STATE** shall not add on any sales taxes, municipal fee surcharges, or other sim ilar taxes to the ABS charges it sends to Sage on either the Daily Usage Feed or the monthly invoice.

6.2   When invoicing an End User, Sage shall be responsible for collection from the End User and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to End User charges billed under this Agreement.

7.   RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

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

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

8. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

9. SUBCONTRACTING

9.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Appendix in accordance with its terms, including any obligations either Party performs through subcontractors.

9.2 Each Party will be solely responsible for payments due that Party's subcontractors.

9.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Appendix.

9.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Appendix with respect to such arrangement, except as consented to in writing by the other Party.

9.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Appendix shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Appendix.

APPENDIX DUF

LWC DUF APPENDIX/**SBC-13STATE**
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SBC-13STATE/SAGE TELECOM, INC.; SAGE TELECOM OF TEXAS, L.P.

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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 If, despite timely written request or notification by the CARRIER, message detail is lost or unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording and/or processing of message detail, **SBC-13STATE** and CARRIER will estimate the volume of lost messages and associated revenue based on reciprocal compensation and Access rates available herein for the average intrastate, interstate and/or local call. In such events, **SBC-13STATE**'s liability to the CARRIER shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost compensation associated with the lost message detail for a period of time no greater than twelve (12) previous months. **SBC-13STATE** shall have no obligation or liability for unrecoverable message detail beyond the twelve (12) previous months, except as otherwise provided for or determined by the Joint Development Project.

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.

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ATTACHMENT: SERVICE ASSURANCE PLAN

This Attachment: Service Assurance Plan sets forth the terms and conditions under which **SBC-13STATE** and Carrier have agreed to levels of service whereby SBC will pay service level assurance payments (service credits) to Carrier in connection with SBC's performance as measured by the performance measures included in Appendix 1 to this attachment. These service credits shall be the sole and exclusive remedy of Carrier for **SBC-13STATE's** failure to perform any and all obligations under the Local Wholesale Complete Agreement (LWC) and shall be in lieu of any other damages Carrier might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

1. **SBC-13STATE** agrees to the payment of service credits to Carrier based on the performance measures listed in Appendix 1 (Service Assurance Business Rules). **SBC-13STATE** will collect, analyze, and report performance data for these measures in accordance with **SBC-13STATE'** Service Assurance Business Rules in Appendix 1.

2. No changes to service level assurance payments (service credits) or any other term or condition of this Attachment shall be made except by the mutual consent of the Parties only and shall not be effective until and memorialized in an amendment to this Agreement.

3. **SBC-13STATE** and Carrier agree to use the statistical tests set forth below to determine whether or not service credits are due.

Percent	Rate	Average
Parity Measurements		
Sample Size > 30 • Classical Z test for equality of proportions on arsine transformed data • Fisher's exact test if either the expected numerator < 5 for either Carrier or **SBC-13STATE** Sample Size >10 but <30 for either Carrier or **SBC-13STATE** • Fisher's Exact Test Sample Size < 10 for Either Carrier or **SBC-13STATE** • No test	Sample Size > 10 • Classical Z test for equality of proportions on arsine transformed data Sample Size < 10 for either Carrier or **SBC-13STATE** • No test	Sample Size > 10 • Two Sample t-test on log transformed data Sample Size < 10 for either Carrier or **SBC-13STATE** • No test
Benchmark Measurements		
Sample Size > 10 • Classical Z test for population proportion on arsine transformed data Sample Size < 10 • No test	Sample Size > 10 • Classical Z test for population proportion on arsine transformed data Sample Size < 10 • No test	Sample Size > 10 • One sample t-test on log transformed data Sample Size < 10 • No test

4. **SBC-13STATE** and Carrier concur that, for purposes of this Attachment, performance for the Carrier on a particular measure will be considered in compliance when the measured results in a single month (whether in the form of means, percents, or rates) for the same measurement, at equivalent disaggregation, for both **SBC-13-STATE** and Carrier are used to calculate a p-value and the resulting value is no greater than the critical p-value

5. Overview of Service Assurance Plan

    5.1 **SBC-13STATE** agrees with the following methodology for developing the service credits.

    5.2 **SBC-13STATE** will provide service credits to the Carrier according to the terms set forth in this Attachment.

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5.3 **SBC-13STATE** and Carrier agree that for performance that exceeds the statistical significance level, **SBC-13STATE** will be given performance credits equivalent to the over performance for Percentage Missed Installation – Due Dates and Out of Service within 48 Hours. The performance credits will be calculated as outlined in Section 11.0. These performance credits may be applied to reduce the overall service credits and may be accumulated month to month.

6. Procedural Safeguards and Exclusions

6.1 **SBC-13STATE**'s agreement to implement Service Assurance Plan, and specifically its agreement to issue a service credit for any failure to meet the agreed to performance levels hereunder, will not be considered as an admission against interest or an admission of liability in any other proceeding of any kind relating to the same performance. **SBC-13STATE** and Carrier agree that Carrier may not use: (1) the existence of this plan; or (2) **SBC-13STATE**'s issuance of any of service credits as evidence that **SBC-13STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, has violated any state or federal law or regulation or breached any agreement. Carrier agrees that **SBC-13STATE**'s performance with respect to this agreement may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. **SBC-13STATE**'s conduct underlying its performance and the performance data provided under the performance measures, however, are not made inadmissible by these terms. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC-13STATE** has met or continues to meet the requirements of section 271 of the Act.

6.2 Carrier and **SBC-13STATE** will consult with one another and attempt in good faith to resolve any issues regarding the calculation of performance or service credits pursuant to this Attachment. In the event that Carrier requests such consultation and the issues raised by Carrier have not been resolved within 45 days after Carrier's request for consultation, Carrier may have an independent audit conducted, at Carrier's expense, of **SBC-13STATE**'s performance or credit calculation for the affected measurement(s) under this Service Assurance Plan. In the event the audit reinforces the issue identified during the 45 days of consultation period or if any new issue is identified, **SBC-13STATE** shall reimburse Carrier any expense reasonably incurred by the Carrier for such audit. Carrier may not request more than one audit under this Service Assurance Plan per twelve calendar months under this section.

7. Exclusions Limited

7.1 **SBC-13STATE** shall not be obligated to issue service credits for noncompliance with a performance measurement for any measures not included on the Appendix 1. Further for any such Measures, **SBC-13STATE** shall not be obligated to issue service credits for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event (including but not limited to acts of nature, acts of civil or military authority, terrorist acts, work stoppages etc.); an act or omission by a Carrier that is contrary to any of its obligations under the LWC Agreement with **SBC-13STATE**, including the dumping of orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to **SBC-13STATE** for services or facilities when such forecasts are required to reasonably provide such services or facilities or the action are contrary to the Act or State law; or non-**SBC-13STATE** problems associated with third-party actions or systems or equipment, which could not have been avoided by **SBC-13STATE** in the exercise of reasonable diligence (delaying event). If a delaying event excuses the issuance of any credits under this Service Assurance Plan, **SBC-13STATE** shall provide advance Notice of the impact that such delaying event has on credits. Any dispute regarding whether a **SBC-13STATE** performance failure is excused under this paragraph will be resolved between the Parties through the dispute resolution provisions of the LWC Agreement. If a delaying event only suspends **SBC-13STATE**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC-13STATE**'s compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

7.2 The force majeure provisions of the general terms and conditions of the LWC Agreement are incorporated herein by reference.

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7.3 The service credit payments to individual Carriers shall be capped such that **SBC-13STATE**'s credits to Carrier in a given month shall not exceed 50% of Carrier's billed revenues for the Local Wholesale Complete product for that same month.

8. Service Credits

8.1 The number of measures that may be classified as "non-compliant" before a service credit is applicable is limited to the F values shown below. The applicable p-value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a Carrier where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or non-compliant condition. For any performance measurement, each disaggregated category for which there is a minimum of 10 data points constitutes one "measure" for purposes of calculating the p-value.

8.2 Service credits in the amount specified in the table below apply to all "non-compliant" measures in excess of the applicable "F" number of exempt measures. Service Credits apply on a per occurrence basis with a CAP, using the amount per occurrence taken from the table below. The amount of service credits in a single month shall not exceed the amount listed in the table below for the "Per measurement" category. Service credits apply only to the following measurements: Percent Missed Installation Due Dates, Installation Quality, Repeat Trouble Report Rate and Out of Service Within 48 Hours. OSS Interface Availability and Mechanized Order Completion Notifier Timeliness are provided for diagnostic purposes only, with no service credits applicable. The methodology for determining the order of exclusion, and the number of occurrences is addressed in Section 10.0 "Methods of calculating the service credits".

SERVICE CREDITS TABLE

Per Occurrence					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
$50	$75	$100	$125	$150	$200

Per Measure Cap					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
$10,000	$20,000	$30,000	$40,000	$50,000	$60,000

8.3 The following table will be used to determine the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which service credits are applicable and which have sample sizes greater than or equal to 10 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure. For tests without an explicit p-value formula the probability of a particular value of the test statistic is to be found in appropriate tables, e.g. Student's T distribution or Standard Normal Z distribution tables.

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050

46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. General

9.1 **SBC-13STATE** will make Service Assurance Reports available on a monthly basis. When **SBC-13-STATE** performance creates an obligation to provide service credits to Carrier under the terms set forth herein, **SBC-13STATE** shall issue such credits in the required amount on or before the 30th day following the due date of the service assurance report for the month in which the obligation arose (e.g., if **SBC-13STATE** performance through March is such that **SBC-13STATE** owes service credits to Carrier for March performance, then those credits will be due May 31, 30 days after the April 30 due date for reporting March data).

10. Methods of Calculating the Service Credit

The following methods apply in calculating per occurrence for service credit:

10.1 Application of F Value Exclusions

Determine the number of measures with a sample size greater than 10 that are "non-compliant" for the individual Carrier for the month, applying the parity test and benchmark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). In applying the exclusions in the F-Table, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which service credits are calculated on a per measure basis will not be excluded in applying the F Value unless the amount of service credits due for that measure is less than the amount of service credits due for each remaining measure.

10.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the Carrier that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference the between the actual average and the calculated average. The calculation is as follows:

%diff = (Carrier-result – Calculated -Value)/Calculated Value.

Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credit amount for the given month for that measure.

10.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the Carrier that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the Carrier and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

10.1.3 Measures for Which the Reporting Dimensions are Ratios or Proportions

Step 1: Calculate the rate for the measure for the Carrier that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the absolute difference between the actual rate for the Carrier and the calculated rate.

Step 3: Multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

11. Methods of Calculating Performance Credits

11.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the Carrier that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference the between the actual average and the calculated average. The calculation is as follows:

%diff = (Calculated Value - Carrier result)/Calculated Value.

Assuming low values indicate good performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

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11.2 <u>Measures for Which the Reporting Dimensions are Percentages</u>

Step 1: Calculate the percentage for the measure for the Carrier that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the Carrier and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

12. Attached hereto, and incorporated herein by reference, are the following Appendix:

Appendix 1: Service Assurance Business Rules

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

TABLE OF CONTENTS
SERVICE ASSURANCE

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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:

<u>95% of mechanized service order completion notifications sent within 5 business days of work completion.</u> 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:
Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ 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

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PRICING SCHEDULE FOR PRIVATE COMMERICAL AGREEMENT FOR LOCAL WHOLESALE COMPLETE/**SBC-13STATE**

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SBC-13STATE/SAGE TELECOM, INC.; SAGE TELECOM OF TEXAS, L.P.

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LWC PRICING SCHEDULE[1]

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1						
2	**LWCAL Base Rate[2]**	A, B, D	07/01/2004 thru 09/30/2004	$ 23.00 / LWCAL		
3		A, B, D	10/01/2004 thru 12/31/2005	$ 25.00 / LWCAL		
4		A, B, D	01/01/2006 thru 12/31/2006	$ 26.00 / LWCAL		
5		A, B, D	01/01/2007 thru 12/31/2007	$ 27.00 / LWCAL		
6		A, B, D	01/01/2008 thru 06/30/2008	$ 28.00 / LWCAL		
7		A,B,D	7/01/2008 thru 7/31/2011	$28.00/ LWCAL Subject to Footnote 1		
8	**LWCAL Base Rate Discount Structure**					
9	Discount A[3]	Recurring	Measurement Period Churn	Per PCA		
10	Discount B[4]	Recurring	Days Sales Outstanding (DSO) 30-days or less	($1.00) / LWCAL		
11						
12	Adjustment D[5]	Recurring and/or Nonrecurring	Measurement Period Local Ratio			
13	**Loop**					
14	UNE 2-Wire Analog Loop[6]			$ 20.00		
15						
16	**Usage**		MOU Rate per LWCAL per Billing Cycle (Actual – Not Averaged)			
17			0 – 2600 MOUs per LWCAL	$ 0.0000		
18			Price for MOUs Over 2600 MOUs per LWCAL[7]	$ 0.0007		
		Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
Line	Product					
19						

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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.

20	**Optional Services**					
21			Privacy Manager®	$ 3.50 / LWCAL		
22						
23	Business Line Hunting		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, 2005, all hunting arrangements will be billed at the $9.00 rate per LWCAL. | $ 9.00 / LWCAL | | |
24						
25	**Directory Assistance**		Directory Assistance (DA)blended Rate for 1) (DA) per call; 2) National DA (NDA) per call; 3) Business Search Category (BCS) per call; 4) Reverse Directory Assistance (RDA)	$ 0.37	None	None
26			Directory Assistance Call Completion (DACC) - per call	$ 0.15	None	None
27			Directory Assistance Non-Pub Emergency Service	$ 2.00	None	None

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[2] OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Base Rate.
[3] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.
[4] Refer to related terms, conditions and pricing in PCA for this rate element, including when it applies.
[5] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.
[6] UNE Loop pricing in this LWC Pricing Schedule is intended for reference only. Per the PCA, the Parties' ICA(s) will be amended to reflect this rate.
[7] Application of rate element is effective 01/01/2005.

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Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
28			Directory Assistance - Branding - Initial/Subsequent Load	None	$ 1,800.00	None
29			Directory Assistance - Branding Per call	$ 0.025	None	None
30			Directory Assistance - Rate Reference Initial Load	None	$ 2,200.00	None
31			Directory Assistance - Rate Reference Subsequent Load	None	$ 1,000.00	None
32						
33	**Directory Listings**		Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	65% of then current retail tariff rate		
34						
35	**Operator Services**		Operated Services - Fully Automated Call Processing (Per completed automated call)	$ 0.15	None	None
36			Operator Services - Operator Assisted Call Processing (Per work second)	$ 0.020	None	None
37			Operator Services - Branding Initial/Subsequent Load	None	$ 1,800.00	None
38			Operator Services - Branding Per call	$ 0.025	None	None
39			Operator Services - Rate Reference - Initial Load	None	$ 2,200.00	None
40			Operator Services - Rate Reference - Subsequent Load	None	$ 1,000.00	None
41						
42	**Service Order Charges**					
43		See Discount C	Electronic Service Order		$ 15.00 / LSR	
44			Semi-manual or Manual Service Order		$ 50.00 / LSR	

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Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
45	**Service Order Charge Discount Structure**					
46	Discount C[8]	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

[8] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

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NOVATION AGREEMENT

This Novation Agreement is entered into by and between SAGE TELECOM, INC. and SAGE Telecom of Texas, L.P. (hereinafter collectively referred to as "SAGE"), and **SBC-13STATE** (defined as referring to Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin). Collectively, SAGE and **SBC-13STATE** are referred to as the "Parties"; individually as a "Party."

1. The Parties entered into and executed a "Private Commercial Agreement For Local Wholesale Complete" on April 2, 2004 ("Original Agreement"), which each Party acknowledges is valid and binding on it.

2. The Parties have agreed to change certain dates contained in the Original Agreement, as well as correct an error in its "Attachment: Service Assurance Plan."

3. To make the changes and correct the error, the Parties have agreed to substitute a new "Private Commercial Agreement for Local Wholesale Complete" to be executed concurrently with this Novation Agreement, and dated as of the date set forth below, ("Conformed Agreement") in lieu of, and to supercede and replace, the Original Agreement.

4. Each Party hereby agrees that with the execution of this Novation Agreement and the Conformed Agreement by both Parties, the Original Agreement shall be completely and finally extinguished in its entirety, and shall be void and of no further effect.

5. Each Party hereby agrees that with the execution of this Novation Agreement and the Conformed Agreement by both Parties, the Conformed Agreement shall be valid and binding upon it, in accordance with its provisions.

IN WITNESS WHEREOF, this Novation Agreement was executed in duplicate by a duly authorized representative of each of the Parties.

SAGE	SBC-13STATE
by Sage Telecom, Inc., on its own behalf and as General Partner of Sage Telecom of Texas, L.P.	by SBC Telecommunications, Inc., the authorized agent of each

Signature: _____   Signature: _____

Name: Dennis M. Houlihan   Name: David A. Cole

Title: Chairman of the Board   Title: President - Industry Markets
        President and Chief Executive Officer

Date: April 21, 2004   Date: April 21, 2004

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AMENDMENT

to the

PRIVATE COMMERCIAL AGREEMENT FOR LOCAL WHOLESALE COMPLETE

This Amendment to the Private Commercial Agreement ("Amendment") is entered into by and between SAGE TELECOM, INC. and SAGE Telecom of Texas, L.P. (hereinafter collectively referred to as "SAGE"), and **SBC-13STATE** (as defined herein) (collectively, the "Parties").

WHEREAS, **SBC-13STATE** and SAGE are the parties to that certain "Private Commercial Agreement for Local Wholesale Complete" dated as of April 21, 2004 (the "LWC Agreement"); and

WHEREAS, **SBC-13STATE** and SAGE have agreed to amend the LWC Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Changes to the LWC Agreement

   1.1 Section 1.4.3 is hereby added to the LWC Agreement:

   1.4.3 In the event that SAGE fails to meet the Monthly Minimum after the end of any billing period hereunder, such a failure shall be deemed a material breach of this Agreement. The Parties acknowledge that such a material breach is not subject to being disputed materially and in good faith by SAGE.

   1.2 Section 5.3.5 of the LWC Agreement is hereby deleted and replaced with the following:

   5.3.5 that neither SAGE nor **SBC-13STATE** will be entitled to substitutions and/or modifications to the packaged contractual and network offerings based upon agreements either Party may enter into with third parties (e.g., no "picking and choosing" of selective terms and conditions).

   1.3 Section 11.8 of the LWC Agreement is hereby deleted and replaced with the following:

   11.8 In the event that the Parties have not reached mutually agreeable terms and conditions for the Joint Development Project (including without limitation any particular project sought by SAGE), the Parties agree that any non-billing/non-payment dispute arising under or related to this Section 11 shall only be subject to Section 26.4, Informal Resolution of Non-Billing Disputes. By way of example and not of limitation, Section 26.5, Formal Dispute Resolution, shall not apply to any non-billing/non-payment disputes arising under or related to this Section 11. Each Party hereby waives and otherwise surrenders any right or ability, at law, equity, or otherwise, to pursue any such non-billing/non-payment dispute before any appropriate court, any federal or state regulatory agency, or any other governmental body.

   1.4 The entirety of Section 12 ("Most Favorable Treatment") of the LWC Agreement is hereby deleted and replaced with the following:

   12. [INTENTIONALLY LEFT BLANK]

   1.5 The following is added to the end of Section 18.1 of the LWC Agreement

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18.1 The Effective Date of this Agreement is conditioned upon SAGE, on the last business day before the Effective Date, is already providing basic analog local telephone service to at least a number of Eligible End Users within the Service Areas that is equal to the Monthly Minimum (which Eligible End Users would be transitioned to LWC pursuant to this Agreement). Failure to meet to this condition precedent shall delay the effectiveness of this Agreement in all States and in all Service Areas for a period not to exceed 60 days, and if SAGE cannot meet that condition precedent by the end of the 60th day, then this Agreement shall automatically become null and void without any action by either Party.

1.6 Section 18.6 of the LWC Agreement is hereby deleted and replaced with the following:

18.6 [INTENTIONALLY LEFT BLANK]

1.7 Sections 18.7, 18.7.1, 18.7.2, and 18.7.3 of the LWC Agreement are hereby deleted and replaced with the following:

18.7 Section 18.7 (all references to Section 18.7 expressly includes its subsections) applies in accordance with its provisions, notwithstanding any other provision in this Agreement to the contrary.

18.7.1 **SBC-13STATE** shall have the right to terminate this Agreement in any state, in whole or in part, upon written notice to SAGE, in the event that any state government action or any federal action applicable to or within that state (including by a regulatory agency, a court, or a legislature) ("Government Action"), results in SAGE, any other telecommunications carrier, or any other person or entity, being permitted or otherwise allowed to obtain any of the provisions of this Agreement without all of the other provisions of this Agreement as they were agreed to by the Parties, including prices, price structure, and reciprocal compensation.

18.7.2 This Agreement shall be null and void, automatically and in its entirety in any state where Section 18.7 (in whole or in part) is held to be illegal, invalid and/or unenforceable, or otherwise not given effect in such state. If Section 18.7 (in whole or in part) is illegal, invalid and/or unenforceable, or otherwise not given effect as a result of federal action, the Agreement shall be null and void, automatically and in its entirety in all states where such federal action applies.

18.7.3 Any termination or invalidation of this Agreement under this Section 18.7 shall be effective as of the day before the effective date of such Governmental Action that triggered the invalidation or right to terminate, and **SBC-13STATE** and SAGE agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on Sage LWC End Users that exist as of the date of termination or invalidation. No new LWC End Users shall be added after the effective date of such Government Action. The Parties agree to negotiate and exercise commercially reasonable efforts to establish a successor agreement during the 180 days following the effective date of such Government Action, as well as work cooperatively to establish an orderly transition of LWC End Users to be completed by the end of such 180-day period. During such 180-day period, the rates contained within the pricing schedule of this Agreement shall continue to apply to any LWCALs which have not been transitioned to other serving arrangements, including without limitation under a successor agreement.

Without affecting Section 3.3 of this Amendment, nothing in this Amendment affects the continued viability of Section 18.7.4 of the LWC Agreement.

1.8 The entirety of the LWC Pricing Schedule of the LWC Agreement is hereby deleted and replaced with the "First Amended LWC Pricing Schedule."

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2. Amendment Effective Date

2.1 The effective date of this Amendment shall be the first Friday following the day on which the last of the Parties execute this Amendment; provided, however, as to the States of Indiana, Michigan, Texas, and Wisconsin, this Amendment shall be effective in accordance with the interconnection agreement amendment to which this Amendment is attached and filed with the State commission in such State.

3. Additional Terms and Conditions

3.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.

3.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind **SBC-13STATE** and SAGE.

3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE LWC AGREEMENT SHALL REMAIN UNCHANGED.

3.4 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.5 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the LWC Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

3.6 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

3.7 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.8 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

3.9 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment was executed in duplicate on this 6th day of January, 2005.

Sage Telecom, Inc. and Sage Telecom of Texas, L.P.

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas by SBC Telecommunications, Inc., its authorized agent

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Signature: _Dennis M. Houlihan_　　　Signature: _Glen Sirles_

Name:　Dennis M. Houlihan　　　　Name:　Glen Sirles

Title:　Chairman of the Board, President and Chief Executive Officer

Title:　*For/* President – Industry Markets and Diversified Businesses

Date: _12/30/04_　　　　Date: _1-6-2005_

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FIRST AMENDED PRICING SCHEDULE FOR PRIVATE COMMERICAL AGREEMENT FOR LOCAL WHOLESALE COMPLETE/**SBC-13STATE**

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SBC-13STATE/SAGE TELECOM, INC.; SAGE TELECOM OF TEXAS, L.P.

12-30-04

FIRST AMENDED LWC PRICING SCHEDULE[1]

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE- RESIDENTIAL	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1	LWCAL Base Rate[2]	A, B, D	thru 12/31/2005	$ 25.00 / LWCAL	$27.00/LWCAL		
2		A, B, D	01/01/2006 thru 12/31/2006	$ 26.00 / LWCAL	$28.00/LWCAL		
3		A, B, D	01/01/2007 thru 12/31/2007	$ 27.00 / LWCAL	$29.00/LWCAL		
4		A, B, D	01/01/2008 thru 06/30/2008	$ 28.00 / LWCAL	$30.00/LWCAL		
5		A,B,D	7/01/2008 thru 6/30/2011	$28.00/ LWCAL Subject to Footnote 1	$30.00/LWCAL Subject to Footnote 1		
6	LWCAL Base Rate Discount Structure						
7	Discount A[3]	Recurring	Measurement Period Churn	Per PCA	Per PCA		
8	Discount B[4]	Recurring	Days Sales Outstanding (DSO) 30-days or less	($1.00) / LWCAL	($1.00)/LWCAL		
9							
10	Adjustment D[5]	Recurring and/or Nonrecurring	Measurement Period Local Ratio				
11	**Loop**						
12	UNE 2-Wire Analog Loop[6]			$ 20.00	$ 20.00		
13							

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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.

[2] OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Base Rate.

[3] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

[4] Refer to related terms, conditions and pricing in PCA for this rate element, including when it applies.

[5] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

[6] UNE Loop pricing in this LWC Pricing Schedule is intended for reference only. Per the PCA, the Parties' ICA(s) will be amended to reflect this rate.

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE - Residential	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
14	**Usage**		MOU Rate; average is calculated on a per LWCAL basis, and on a per end office, per billing period basis[7]	MOU Rate average per LWCAL per end office	MOU Rate average per LWCAL per end office		
15			0 – 2600 average MOUs per LWCAL per end office, per billing period	$ 0.0000	$ 0.0000		
16			Price for MOUs Over 2600 average MOUs per LWCAL per end office, per billing period[8]	$ 0.0015	$ 0.0015		
17							
18	**Optional Services**						
19			Privacy Manager®	$ 3.50 / LWCAL	$3.50/LWCAL		
20	**Directory Assistance**		Directory Assistance (DA)blended Rate for 1) (DA) per call; 2) National DA (NDA) per call; 3) Business Search Category (BCS) per call; 4) Reverse Directory Assistance (RDA)	$ 0.37	$ 0.37	None	None
21			Directory Assistance Call Completion (DACC) - per call	$ 0.15	$ 0.15	None	None
22			Directory Assistance Non-Pub Emergency Service	$ 2.00	$ 2.00	None	None

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[7] MOUs from both Residential and Business LWCALs are aggregated in making the calculation of average MOUs per LWCAL per end office per billing period, e.g., a single calculation of average MOUs per LWCAL is made, and not separate calculations the distinguish Residential LWCALs and Business LWCALs.

[8] Application of rate element is effective 01/01/2005.

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Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE - Residential	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
23			Directory Assistance - Branding - Initial/Subsequent Load	None	None	$ 1,800.00	None
24			Directory Assistance - Branding Per call	$ 0.025	$ 0.025	None	None
25			Directory Assistance - Rate Reference Initial Load	None	None	$ 2,200.00	None
26			Directory Assistance - Rate Reference Subsequent Load	None	None	$ 1,000.00	None
27							
28	**Directory Listings**		Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	65% of then current retail tariff rate	65% of then current retail tariff rate		
29	**Operator Services**		Operated Services - Fully Automated Call Processing (Per completed automated call)	$ 0.15	$ 0.15	None	None
30			Operator Services - Operator Assisted Call Processing (Per work second)	$ 0.020	$ 0.020	None	None
31			Operator Services - Branding Initial/Subsequent Load	None	None	$1,800.00	None
32			Operator Services - Branding Per call	$ 0.025	$ 0.025	None	None
33			Operator Services - Rate Reference - Initial Load	None	None	$2,200.00	None

34			Operator Services - Rate Reference - Subsequent Load	None	None	$ 1,000.00	None
35							
36	**Service Order Charges**						
37		See Discount C	Electronic Service Order			$ 15.00 / LSR	
38			Semi-manual or Manual Service Order			$ 50.00 / LSR	

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
39	**Service Order Charge Discount Structure**					
40	Discount C[9]	Non-Recurring	Electronic "Flow Through"	Electronic Service Order reduced to $5.00 NRC / LSR		
41	**Other Charges**					
42			Bill Inquiry/Dispute (Charges sustained)			$25.00 / Incident
43			Paper Bill			Applicable Access Tariff Rate per Incident
44			Duplicate Bill			Applicable Access Tariff Rate per Incident
45			False Technician Dispatch (CLEC Fault)			$75.00 / Incident
46			Non-EFT payment or credit			$25.00 / Incident

[9] Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.