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## APPENDIX LWC LIDB and CNAM – SMS

### 1. INTRODUCTION

- 1.1 This Appendix is an integral part of the Commercial Agreement for Local Wholesale Complete between AT&T-13STATE and CARRIER (also referred to as "Customer"), and sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) and/or the CNAM Database provided by the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) in conjunction only with LWCALs purchased by Customer. This Appendix expressly does not apply to any LIDB or CNAM storage and/or administration for any method of Customer provisioning local exchange or other service except for LWC, or for any other LIDB or CNAM storage or administration for Customer or any entity acting on behalf of, or through any relationship with, Customer.
- 1.2 AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT and AT&T NEVADA do not own a LIDB. Additionally, AT&T NEVADA and AT&T CONNECTICUT do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:
  - 1.2.1 AT&T MIDWEST REGION 5-STATE stores and administers its LIDB information on SNET DG's LIDB. AT&T MIDWEST REGION 5-STATE stores and administers its CNAM information both on its CNAM Database and on SNET DG's LIDB.
  - 1.2.2 AT&T CONNECTICUT stores and administers its LIDB and CNAM information on SNET DG's LIDB.
  - 1.2.3 AT&T NEVADA stores and administers its LIDB and CNAM information on AT&T CALIFORNIA's LIDB.
- 1.3 Both AT&T CALIFORNIA and SNET DG also provide LIDB and/or CNAM data storage and administration for LIDB and/or CNAM information for other carriers not a party to the Agreement.
- 1.4 At the time the Agreement is executed, AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA are consolidating their respective LIDB operations (including without limitation LIDB and CNAM information) onto SNET DG's LIDB. When this consolidation is finished, SNET DG will operationally perform the LIDB operations for AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA, and AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA will store and Administer their LIDB and CNAM information on SNET DG's LIDB.
- 1.5 Data storage and administration on SNET DG's LIDB for Validation Information and CNAM information for LWCALs will be pursuant to the Agreement, including without limitation this Appendix. Data storage and administration for GetData, Originating Line Number Screening (OLNS), and LIDB Data Screening in AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT will be pursuant to an agreement between Customer and SNET DG. Additionally, Customer can obtain the full suite of LIDB and/or CNAM data storage and administration capabilities through a single agreement with SNET DG.
- 1.6 AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.7 AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.8 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas

- 1.9 **SNET DG** - As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.
- 1.10 Any use of the possessive in the Agreement or this Appendix as applied to **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT** and **AT&T NEVADA** will not indicate ownership but shall, as of the consolidation of their respective LIDB operations to SNET DG, indicate the relationship described in Sections 1.2 and 1.4.

## 2. DEFINITIONS

- 2.1 **"Account Owner"** means a telecommunications carrier, including **AT&T-13STATE** and Customer, that provides an end user's local service and such carrier stores and/or administers the end user's associated line record information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.2 **"Administer"** or **"Administration"** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its line record information in LIDB through interfaces agreed to between the Parties.
- 2.3 **"Alternate Billing Service" ("ABS")** means a service that allows a caller to bill calls to an account that might not be associated with the originating line. The three types of ABS calls are collect, calling card, and billed to a third party.
- 2.4 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.
- 2.5 **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.
- 2.6 **"Calling Card Query"** means a request to validate the use of a calling card account.
- 2.7 **"Calling Name Database"** and/or **"CNAM Database"** means an **AT&T MIDWEST REGION 5-STATE's** Database containing Calling Name information that is separate from a LIDB.
- 2.8 **"Calling Name Information"** and/or **"CNAM Information"** means a telecommunications carrier's records of its subscriber's names associated with one or more end user-assigned ten-digit telephone numbers.
- 2.9 **"Custom Data Element"** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.
- 2.10 **"Custom ID"** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.
- 2.11 **"Data Element"** means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Data Elements depending on the type of unique identifier.
- 2.12 **"Data Screening"** (or **"LIDB Data Screening"**) means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

- 2.13 **"Database"** (or **"Data Base"**) means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.
- 2.14 **"GetData"** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.
- 2.15 **"GetData Query"** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.
- 2.16 **"Level 1 Data Screening"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.
- 2.17 **"Level 2 Data Screening"** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.
- 2.18 **"Local Service Request Process"** or **"LSR Process"** means a process available to telecommunications carriers that use AT&T-12STATE local switching to provide local service, which process is not compatible with electronic interfaces for the purposes of data storage and administration of information on a LIDB and/or CNAM Database.
- 2.19 **"Originating Line Number Screening"** (**"OLNS"**) means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.
- 2.20 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.
- 2.21 **"Standard Data Element"** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.
- 2.22 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.
- 2.23 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

### 3. GENERAL DESCRIPTION

- 3.1 The Line Information Data Base (LIDB) and CNAM Database are transaction-oriented databases that function as a centralized repository for data storage and retrieval. LIDB and CNAM Database are accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer telephone numbers and Special Billing Numbers (which includes CNAM data). CNAM Database contains name information associated with end user telephone numbers. LIDB and CNAM Databases accept Queries from various network facilities and provide return result, return error, and return reject Responses as appropriate. In AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB. AT&T MIDWEST REGION 5-STATE's CNAM information also resides on the LIDB used by AT&T MIDWEST REGION 5-STATE; however, CNAM Queries are currently processed in the AT&T MIDWEST REGION 5-STATE's CNAM Database.
- 3.2 All CNAM Information is currently administered through a LIDB SMS.
- 3.3 AT&T-12STATE's LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide AT&T-12STATE with the capability of creating, modifying, changing, or deleting, line record in LIDB. AT&T-12STATE's LIDB is also connected directly to an adjunct fraud monitoring system.

- 3.4 From time-to-time, AT&T-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level Data Elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require Customer to update its line records with new or different information. When LIDB is enhanced to contain new data elements, the Parties will mutually agree to a timeframe, which will generally not exceed six (6) months, for Customer to begin populating and maintaining the new data in LIDB. Nothing herein shall require AT&T-12STATE to make any enhancements to its LIDB except at its sole discretion.
- 3.5 Customer will submit all requests to create, modify, and delete, line records in LIDB and/or CNAM Database through the interfaces described in Section 4 as appropriate. AT&T-12STATE will not accept, and Customer will not send, manual update requests for data Administration (e.g., faxes and emails).

#### 4. DATA STORAGE AND ADMINISTRATION PROVISIONING

- 4.1 LIDB and CNAM Service Management System (SMS) provides customer with the ability to store and Administer its information in a LIDB and/or CNAM Database. Electronic access to the LIDB SMS provides Customer with the capability to access and Administer Customer's line record information in LIDB.
- 4.2 Customer cannot use any of the interfaces AT&T-12STATE provides under this Agreement (including without limitation this Appendix) to access and/or Administer any line records that are Administered by another Account Owner or entity. Customer is also unable to use any of the electronic interfaces to access and/or Administer any data for which Customer may be the Account Owner but for which Customer Administers such data through the LSR Process.
- 4.3 All Account Owners are solely responsible for Administering their records completely, accurately, and in a timely manner, including additions, changes, and deletions. AT&T-12STATE will provide interfaces or processes that will allow Customer to Administer its data in such a manner. Customer will select the interface(s) it will use at the Operating Company Number (OCN) level. Customer will populate records for all working telephone numbers it provides and will Administer its data in such a manner that the accuracy of Response information and consistency of available data contained in the Database(s) are not adversely impacted. All data (irrespective of the Database in which it is stored) is Administered from a LIDB Service Management System (SMS).
- 4.4 Electronic Interfaces - AT&T-12STATE has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. The Parties agree that Customer may use the electronic interface(s) to Administer any line record Customer maintains in AT&T-12STATE's LIDB and/or CNAM Database that is also Administered through the same type of interface (provided, however that the use of the LIDB and/or CNAM Database pursuant to this Appendix is limited to LWC only).
- 4.4.1 These interfaces and their capabilities are not compatible with, nor can they be used in conjunction with, the LSR Process described in this Section 4 (below).
- 4.4.2 Service Order Entry Interface
- 4.4.2.1 The Service Order Entry Interface allows Customer 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 AT&T-12STATE documentation which AT&T-12STATE will provide to Customer at no additional charge. Customer can combine the use of the Service Order Entry Interface with the Interactive Interface.
- 4.4.2.2 AT&T CALIFORNIA, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT will provide the interface within one hundred eighty days (180) from Customer's request unless otherwise offered earlier.

#### 4.4.3 Interactive Interface

- 4.4.3.1 The Interactive Interface provides Customer with the ability to have its own personnel access Customer's records via an application screen that is presented on a computer monitor. This interface requires Customer to purchase third-party terminal emulation software. AT&T-12STATE will provide documentation for the use of this interface at no additional charge. Customer can combine the use of the Interactive Interface with the Service Order Entry Interface.
- 4.4.3.2 AT&T CALIFORNIA, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT will provide Customer with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

#### 4.4.4 LSR Process

- 4.4.4.1 The LSR Process is an optional process available only to Customer and only for those Customer's accounts that:
- 4.4.4.1.1 are provided through the use of LWC.
  - 4.4.4.1.2 use a separate operating company number (OCN) than provided through an arrangement that does not use an AT&T-13STATE provided local switching network element.
  - 4.4.4.1.3 are not resold by End User and/or Customer to another party.
  - 4.4.4.1.4 The LSR Process allows Customer to create and Administer its data through an AT&T-13STATE service order flow and is initiated and maintained by Customer's submission of Local Service Requests.
- 4.4.4.2 Customer will provide complete information in its LSR so that Customer's line record(s) can be populated completely, accurately, and in a timely manner. If Customer's LSR does not contain information needed to populate a LIDB data element, the LIDB SMS may insert default information instead. However, use of default information does not relieve Customer of its responsibility for providing complete, accurate, and timely information. Customer will use its best efforts to replace all default information with correct information in a timely manner and Customer will bear sole responsibility for any claim or damage resulting from the use of any default information by third parties who obtained the information from the database except in the event of AT&T-12STATE's gross negligence or willful misconduct.
- 4.4.4.3 If Customer wishes to create a Custom Data Element(s) Administered through the LSR Process, Customer would need to request changes to the LSR process by requesting negotiations of an amendment to the Agreement and/or this Appendix for the ability to support the creation and administration of such Custom Data Element(s). Nothing in the Agreement (including without limitation this Appendix) obligates or otherwise commits AT&T-13STATE to agree to negotiate for any such Custom Data Element(s), or to reach any agreement on any such requested Custom Data Element(s). The Parties agree that any dispute over Customer's request and/or any ensuing negotiations shall only be subject to those dispute resolution processes provided for in the Agreement that solely involve Customer and AT&T-13STATE personnel and representatives. Each Party hereby waives and otherwise surrenders any right or ability, at law, equity, or otherwise, to pursue any negotiation request/negotiation dispute or unresolved issues regarding such requested Custom Data Element(s) before any appropriate court, any federal or state regulatory agency, or any other governmental body. To the extent that the Parties may mutually agree on Custom Data Element(s), Customer will champion any requested LSR changes through the all applicable forums and/or committees (including, as may be applicable, any

change management processes), and Customer will include in the design phase of these changes what actions the SMS should take if Customer omits its Custom Data Element(s) from the LSR.

#### 4.5 Data Migration

- 4.5.1 Customer will coordinate all requests to migrate data to or from AT&T-12STATE's LIDB and/or CNAM Database with its new Database provider. When AT&T-12STATE is the new Database provider, AT&T-12STATE will coordinate with Customer 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). Customer is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration. Customer is responsible for deleting, or arranging for the deletion, of its records in the Database of its old Database provider.

#### 4.6 LIDB Editor

- 4.6.1 AT&T-12STATE will provide Customer with contact of personnel 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. Customer will confirm all such updates through its selected interfaces.

#### 4.7 Audits

- 4.7.1 AT&T-12STATE will audit all records in the Database against the LIDB SMS on a regular basis. AT&T-12STATE will also audit all applicable line records in the SMS against the appropriate AT&T-13STATE billing system on a regular basis. Line records subject to an audit between the SMS and the AT&T-13STATE billing system include all records Administered through an AT&T-13STATE service order process, including the LSR Process Customer may have obtained through another agreement.
- 4.7.2 Once yearly, Customer will request a file containing all of its line record information which Customer will audit against its own sources and Customer will correct any discrepancies within fifteen (15) business days of receiving the audit file. Customer can request additional audit files and AT&T-12STATE will work cooperatively to accommodate all reasonable Customer requests for such files.
- 4.7.3 Data Screening Verification
- 4.7.3.1 AT&T-12STATE will accept Customer requests for verification of Customer's Level 2 Data Screening requests only from Customer's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time.

#### 4.8 Fraud Monitoring

- 4.8.1 AT&T-12STATE's fraud monitoring system(s) provides Customer with notification messages. Notification messages indicate potential incidences of ABS-related fraud for investigation. AT&T-12STATE will provide Customer with notification messages as follows:
- 4.8.1.1 AT&T-12STATE will provide notification messages to Customer's designated contact on suspected occurrences of ABS-related fraud on Customer's accounts stored in the applicable LIDB.
- 4.8.1.2 Customer understands that the fraud monitoring system's notification messages only identify potential occurrences of fraud. Customer understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists.

Customer understands and agrees that it will also need to determine what, if any, action Customer should take as a result of a notification message.

- 4.8.1.3 For each notification message provided to Customer, Customer may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. Customer may request up to three reports per notification message.
- 4.8.2 In AT&T-12STATE, ABS-related notification messages are provided to Customer at no additional charge.
- 4.8.3 AT&T-13STATE shall not be liable to Customer for any fraud associated with Customer's LWC End User's account.
- 4.9 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving ABS and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 4.10 LIDB Data Screening
  - 4.10.1 LIDB Data Screening is a security application that provides Customer with the capability of allowing, denying, or limiting a Query originator's access to Customer's data that is stored on AT&T-12STATE's LIDB(s). Customer can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and per-LIDB basis.
  - 4.10.2 The ability to allow limit, or deny Query originators to Customer's data provides Customer with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.
  - 4.10.3 AT&T-12STATE will not share with Customer the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, AT&T-12STATE will work cooperatively with Customer to implement and manage Customer's own Data Screening needs.

## 5. MANNER OF PROVISIONING

- 5.1 AT&T-12STATE will input information provided by Customer into LIDB and/or CNAM Database for the NPA-NXXs and/or NXX-0/1XXs that Customer will store in AT&T-12STATE's LIDB and/or CNAM Database. Customer shall provide all information needed by AT&T-12STATE to fully and accurately populate all Standard Data Elements in a LIDB line record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information.
- 5.2 Forecasts
  - 5.2.1 Customer will provide forecasts at least thirty (30) days in advance of any event(s) that is likely to result in significant change in Customer's data store and/or volume of Database updates.
  - 5.2.2 If AT&T-12STATE, at its sole discretion, determines that it lacks adequate storage and/or processing capability, prior to the initial loading of Customer information, AT&T-12STATE will notify Customer of AT&T-12STATE's inability to provide data storage and administration until such time as AT&T-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will need to request such additional data storage and Administration and/or processing capability by requesting negotiations of an amendment to the Agreement and/or this Appendix, and AT&T-12STATE will have no liability to Customer while AT&T-12STATE gains such requested data storage and administration and/or processing capability. Nothing in the Agreement (including without limitation this Appendix) obligates or otherwise commits AT&T-13STATE to agree to negotiate for such requested data storage and Administration and/or



processing capability, or to reach any agreement on such an amendment to provide such storage and Administration and/or capability. The Parties agree that any dispute over Customer's request and/or any ensuing negotiations shall only be subject to those dispute resolution processes provided for in the Agreement that solely involve Customer and AT&T-13STATE personnel and representatives. Each Party hereby waives and otherwise surrenders any right or ability, at law, equity, or otherwise, to pursue any negotiation request/negotiation dispute or unresolved issues regarding such requested additional data storage and Administration and/or processing capability before any appropriate court, any federal or state regulatory agency, or any other governmental body.

- 5.2.3 In addition to and without qualifying any other limitation of liability provision contained in this Agreement (including without limitation this Appendix), if Customer does not provide AT&T-12STATE with reliable forecast information, AT&T-12STATE shall not be liable for any service degradation that may occur, including without limitation, loss of service.
- 5.3 Customer is responsible for all line records for which Customer is the Account Owner. This includes all data, data Administration, line records that Customer creates, and/or line records that are transferred to Customer as a result of Customer becoming the provider of local service to the LWC End User(s) associated with such line records.
- 5.4 Customer will Administer its data in AT&T-12STATE's LIDB in such a manner that accuracy of response information and consistency of available data contained within LIDB and/or CNAM Database are not adversely impacted. Customer's Administrative responsibilities include, but are not limited to:
  - 5.4.1 Populating all Standard Data Elements defined for AT&T-12STATE's LIDB and/or CNAM Database.
  - 5.4.2 Deleting line records from AT&T-12STATE's LIDB and/or CNAM Database when Customer migrates such line records from an AT&T-12STATE's LIDB and/or CNAM Database to another Database unless Customer otherwise arranges with AT&T-12STATE to delete such records on Customer's behalf.
  - 5.4.3 Deleting line records from AT&T-12STATE's LIDB associated with LWC End Users that disconnect from or otherwise leave Customer's service.
  - 5.4.4 If Customer resells the local services associated with its line records to a third party, and those line records remain in an AT&T-12STATE's LIDB and/or CNAM Database, Customer will Administer those records through the electronic interfaces AT&T-12STATE offers in Section 4 of this Agreement, so that companies Querying AT&T-12STATE's LIDB and/or CNAM Database will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
  - 5.4.5 Customer will create its line records as soon as possible, but in no event later than twenty-four (24) hours of providing the LWC End User with dial tone.
  - 5.4.6 Customer will delete its line records as soon as possible, but in no event later than twenty-four (24) hours of the LWC End User's disconnection (including when LWC End User leaves Customer for another local service provider).
- 5.5 Customer will use the same electronic interface(s) for all accounts that use the same NECA, Inc. company code.
- 5.6 AT&T-12STATE will provide the capability needed to perform Query/Response functions on a call-by-call basis for Customer's line records residing in an AT&T-12STATE LIDB.
- 5.7 With respect to all matters covered by this Agreement, each Party shall adopt and comply with AT&T-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB SMS and the fraud monitoring system, as set forth in AT&T-12STATE

practices. The Parties acknowledge that AT&T-12STATE may change those practices from time to time. Such changes will be made available to Customer in a timely manner.

- 5.8 Administration of the SCP on which LIDB and/or CNAM Database resides, as well as any system or Query processing logic that applies to all data resident on an AT&T-12STATE's LIDB and/or CNAM Database is the responsibility of AT&T-12STATE. Customer acknowledges and agrees that AT&T-12STATE, in its role as system administrator, may need to access any record in LIDB and/or CNAM Database, including any such records Administered by Customer over unbundled electronic interfaces. AT&T-12STATE will limit such access to those actions necessary, in its reasonable judgment, to ensure the successful operation and Administration of AT&T-12STATE's SCP, LIDB, and/or CNAM Database.
- 5.9 AT&T-12STATE will, at its sole discretion, allow or negotiate any and all access to an AT&T-12STATE's LIDB and/or CNAM Database for all Query-types supported by these Databases. Customer does not gain any ability, by virtue of this Appendix or any other provision of the Agreement, to determine which companies are allowed to access information in an AT&T-12STATE's LIDB and/or CNAM Database. Customer acknowledges that when AT&T-12STATE allows an entity to access AT&T-12STATE's LIDB and/or CNAM Database, such Query originators will also have access to Customer's data that is also stored in such AT&T-12STATE's LIDB and/or CNAM Database unless Customer otherwise invokes Level 2 Data Screening.
- 5.10 The following applies only to AT&T SOUTHWEST REGION 5-STATE
- 5.10.1 If Customer provisions its local services using LWC and does so by issuing Local Service Requests (LSRs) to AT&T SOUTHWEST REGION 5-STATE, Customer will identify, through a registration form or ballot, how Customer's line records will be created, transferred and/or Administered on an ongoing basis prior to issuing any LSR. If Customer is already issuing LSRs, the requirements of this Section will only be applicable if Customer desires to modify how its line records will be created, transferred, and/or Administered.
- 5.10.2 If Customer is a competitive local exchange carrier that has arranged to have LIDB records transferred to its ownership related to the migration of the associated End Users to LWC, without changes to the previous local service provider's end user information, such transfers will include all end user information, including calling card account information. Customer will confirm that all LIDB data elements for such line records are correct by making a subsequent update to the record that changes the value of the record status indicator to stable. If Customer does not set the record status indicator to a stable value, the record will be deemed abandoned and AT&T SOUTHWEST REGION 5-STATE may delete the record as follows:
- 5.10.2.1 On the seventh day following transfer of ownership, AT&T SOUTHWEST REGION 5-STATE may change all billing options to deny values;
- 5.10.2.2 On the twenty-first (21<sup>st</sup>) day following transfer of ownership, AT&T SOUTHWEST REGION 5-STATE may delete the line record; and
- 5.10.2.3 For purposes of calculating the seventh and twenty-first day, AT&T SOUTHWEST REGION 5-STATE will count the day of the line record's ownership transfer as zero.
- 5.11 LIDB Data Screening
- 5.11.1 AT&T-12STATE is responsible for initiating, modifying, or deactivating Level 1 Data screening. Customer is responsible for initiating, modifying, or deactivating Level 2 Data Screening. LIDB Data Screening applies to all query traffic that uses the same Originating Point Code.
- 5.11.2 Customer will use an interface designated by AT&T-12STATE to notify AT&T-12STATE of Customer's Level 2 Data Screening requests. AT&T-12STATE will accept such blocking requests from Customer only from Customer's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE.

- 5.11.3 Customer will Administer its LIDB Data Screening Requests according to methods and procedures developed by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time at its sole discretion. The Parties will work cooperatively to administer Customer's Level 2 Data Screening in a timely and efficient manner.
  - 5.11.4 If an entity with appropriate jurisdictional authority determines that AT&T-12STATE cannot offer Level 2 Data Screening and/or determines that AT&T-12STATE cannot comply with Customer's request for Level 2 Data Screening, the Parties agree that AT&T-12STATE will not abide by Customer's requests for such Data Screening and AT&T-12STATE will not have any liability to Customer for not providing such Data Screening.
  - 5.11.5 If Customer, or Customer's affiliate(s), also originate Queries to AT&T-12STATE's LIDB(s) and Customer and/or Customer'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 AT&T-12STATE's LIDB, Customer may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If Customer has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that AT&T-12STATE can remove any prior Level 2 Data Screening that Customer has received.
  - 5.11.6 LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.
  - 5.11.7 Customer is responsible for addressing all disputes (whether formal or informal) regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. Customer agrees that, based upon a request from a Query originator, AT&T-12STATE will identify to such Query originator the presence of Level 2 Data Screening.
  - 5.11.8 Customer understands that AT&T-12STATE may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from AT&T-12STATE's LIDB on an Account Owner basis. Customer further understands that where available, AT&T-12STATE will honor such requests from Query originators.
- 5.12 GetData and Custom Data Elements
- 5.12.1 The Parties will work together for the efficient creation and administration of Customer's Custom Data Elements as set forth following:
  - 5.12.2 AT&T-12STATE will establish all Assignment Authorities and Custom IDs for all Account Owners for all Custom Data Elements.
  - 5.12.3 Customer will confirm to AT&T-12STATE's SMS administrators that Customer has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements Customer requests to create. AT&T-12STATE will, upon request, work with Customer to recommend processes and procedures that may assist Customer in its efforts. To the extent that any new process or procedure will result in changes to AT&T-12STATE's SMS or its interfaces, such changes will be done pursuant to the BFR Process.
  - 5.12.4 Customer will abide by AT&T-12STATE methods and procedures for creating Custom Data Elements.
  - 5.12.5 Customer will Administer all Custom Data Elements it creates through the same data administration interface it uses to Administer its Standard Data Elements.
  - 5.12.6 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. Customer will not ask for, and AT&T-12STATE will not provide, Customer with a list of other Account Owners' Custom Data Elements.

- 5.12.7 Customer will not create a Custom Data Element when a Standard Data Element has already been deployed on AT&T-12STATE's LIDB. If Customer has created a Custom Data Element and a Standard Data Element is subsequently deployed on AT&T-12STATE's LIDB for the same Data Element, Customer will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

## 6. BILLING

- 6.1 Customer acknowledges that many different companies, including AT&T-13STATE, query Customer's LIDB information to determine the eligibility of Customer's LWC End Users to receive or generate charges. Therefore, when a LIDB Response identifies that Customer's LWC End User has decided in advance to accept charges received or generated on its account, but the LWC End User refuses to pay for such charges, Customer will Administer the LWC End User's line record such that the line record identifies blocks for such charges. Also, for accounts that Customer identifies as being able to receive or generate charges, Customer will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Agreement.
- 6.1.1 Customer will bill the appropriate charges to its LWC End Users, on behalf of AT&T-13STATE or a third party.
- 6.1.2 Customer will provide to AT&T-13STATE or the third party all necessary billing information needed by AT&T-13STATE or the third party to bill the LWC End User directly.
- 6.2 Customer understands that if Customer chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including AT&T-13STATE, may choose to deny services to Customer's subscribers.

## 7. PRICING

- 7.1 Except for the creation of customized capabilities such as Custom Data Elements, if any, there are no additional charges for data storage and Administration through the interfaces described above in this Agreement. Pricing for requests to create such customized capabilities that require the addition of hardware and/or software (including, where applicable, changes to LSR Processing) will be separately negotiated.

## 8. MISCELLANEOUS

- 8.1 Customer will place orders under this Appendix through its account manager.
- 8.2 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel AT&T-12STATE or Customer to terminate the Agreement, AT&T-12STATE and Customer shall have no liability to the other in connection with such termination.
- 8.3 In the event of termination or expiration of the Agreement or this Appendix, Sections 8.3, 9, 10, and 11 shall survive such termination or expiration.
- 8.4 Either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

## 9. CONFIDENTIALITY

- 9.1 In addition to GT&C Confidentiality Section, Non-Disclosure, of the Agreement, both Parties agree to limit their use of carrier proprietary information customer and proprietary network information received from the other in accordance with the provisions of Sections 222(a) and (b) of the Act.
- 9.2 Customer shall comply with all applicable requirements of 47 U.S.C. § 222 (and implementing FCC decisions thereunder), and, where accessing CPNI or CARRIER proprietary information via Get Data, Customer agrees to indemnify, defend and hold AT&T-12STATE harmless against any claim made by an person, including any End User or governmental entity against AT&T-12STATE.

## 10. LIMITATION OF LIABILITY

- 10.1 This Section is in addition to other applicable limitations of liability and indemnification provisions set forth elsewhere in the Agreement, including without limitation Attachment LWC.
- 10.2 In no event shall **AT&T-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the authorized or unauthorized use of any data obtained hereunder by any entity.
- 10.3 **AT&T-13STATE** will not be liable for any damages resulting from or arising out of Customer's failure to provide forecast information as set forth in Section 5 of this Agreement.
- 10.4 **AT&T-12STATE** is furnishing access to its Databases to facilitate Customer's provision of services and capabilities authorized under this Appendix, but not to ensure against the risk of call non-completion, or to ensure the successful provision of any service or capability. LIDB and/or CNAM data is the product of routine business service order activity, End User contact, and/or fraud investigations. LIDB AND/OR CALLING NAME INFORMATION PROVIDED TO CUSTOMER BY **AT&T-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **AT&T-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CALLING NAME INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CALLING NAME INFORMATION IS PROVIDED; PROVIDED, HOWEVER, THAT **AT&T-13STATE** SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH ACCURATE AND COMPLETE DATA REGARDING **AT&T-13STATE** RETAIL END USERS. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, **AT&T-13STATE** SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES.

## 11. DISCLAIMER OF WARRANTIES

- 11.1 IN ADDITION TO ANY DISCLAIMER OF WARRANTIES APPLICABLE TO THE AGREEMENT, WITH RESPECT TO THIS APPENDIX, **AT&T-13STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR PRODUCTS IT PROVIDES UNDER THIS AGREEMENT OR THAT ARE CONTEMPLATED TO BE PROVIDED UNDER THIS AGREEMENT. ADDITIONALLY, **AT&T-13STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CUSTOMER WHEN THIS DATA IS ACCESSED AND USED BY ANY PARTY, INCLUDING WITHOUT LIMITATION, A THIRD PARTY.

## **APPENDIX LWC LIDB AND CNAM - QUERY**

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## APPENDIX LWC LIDB AND CNAM – QUERY

### 1. INTRODUCTION

- 1.1 This Appendix is an integral part of the Commercial Agreement for Local Wholesale Complete between AT&T-13STATE and CARRIER (also referred to as "Customer"), and sets forth the terms and conditions for querying the LIDB and/or CNAM databases provided by the applicable AT&T Inc. (AT&T)-affiliated Incumbent Local Exchange Carrier (ILEC) in conjunction only with LWCALs purchased by Customer. This Appendix expressly does not apply to any LIDB or CNAM Querying for any method of Customer provisioning local exchange or other service except for LWC, nor does it apply to any other LIDB or CNAM Querying for Customer or any entity acting on behalf of, or through any relationship with, Customer.
- 1.2 AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT and AT&T NEVADA do not own a LIDB. Additionally, AT&T NEVADA and AT&T CONNECTICUT do not own a CNAM Database. Each of those AT&T ILECs obtain their LIDB and/or CNAM Database services as follows:
  - 1.2.1 AT&T MIDWEST REGION 5-STATE queries its LIDB information on SNET DG's LIDB.
  - 1.2.2 AT&T MIDWEST REGION 5-STATE queries its CNAM information on its CNAM Database.
  - 1.2.3 AT&T CONNECTICUT queries its LIDB and CNAM information on SNET DG's LIDB.
  - 1.2.4 AT&T NEVADA queries its LIDB and CNAM information on AT&T CALIFORNIA's LIDB.
- 1.3 The terms, conditions, and prices for Query access in the Agreement (including without limitation this Appendix) will apply to Customer's Query access from services that are provided by using LWCALs only.
- 1.4 Any use of the possessive in this Appendix as applied to AT&T NEVADA, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT will not indicate ownership but shall indicate the relationship described in Section 1.2.
- 1.5 At the time the Agreement is executed, AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA are consolidating their respective LIDB operations (including without limitation LIDB and CNAM information) onto SNET DG's LIDB. When this consolidation is finished, SNET DG will operationally perform the LIDB operations for AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA, and LIDB and CNAM queries from AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA will be made on SNET DG's LIDB.
  - 1.5.1 Any use of the possessive in this Appendix as applied to AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA will not indicate ownership but shall, as of the consolidation of their respective LIDB operations to SNET DG, indicate the relationship described in this Section 1.5.
- 1.6 AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T CONNECTICUT.
- 1.7 AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.8 AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas.
- 1.9 SNET DG means SNET Diversified Group, Inc., a Connecticut corporation.



## 2. DEFINITIONS

- 2.1 **"Account Owner"** means a telecommunications carrier, including AT&T-13STATE and Customer, which stores and/or administers line record information and/or group record information in a Party's LIDB and/or CNAM Database.
- 2.2 **"Affiliate"** is as defined in the Act.
- 2.3 **"Alternate Billing Service" ("ABS")** means a service that allows a caller 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.
- 2.4 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.
- 2.5 **"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.
- 2.6 **"Calling Card Query"** means a request to validate the use of a calling card account.
- 2.7 **"Calling Name Database"** and/or **"CNAM Database"** means an AT&T MIDWEST REGION 5-STATE's Database containing Calling Name Information that is separate from a LIDB.
- 2.8 **"Calling Name Delivery Service" ("CNDS")** means a service provided to an end user customer that enables such customer to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from a Database and delivered to said customer's premises between the first and second ring for display on compatible customer premises equipment (CPE).
- 2.9 **"Calling Name Information"** and/or **"CNAM Information"** means a telecommunications company's records of its subscriber's names associated with one or more customer-assigned ten-digit telephone numbers.
- 2.10 **"CNAM Query"** means a Query that requests CNAM Information from an AT&T-12STATE LIDB and/or CNAM Database.
- 2.11 **"Common Channel Signaling (CCS) Network"** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS Network.
- 2.12 **"Custom Data Element"** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, OLNS, and CNAM Queries cannot retrieve Custom Data Elements.
- 2.13 **"Custom ID"** means a two-to five-digit code-set assigned by the LIDB owner to each Custom Data Element stored in LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.
- 2.14 **"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.

- 2.15 **"Data Element"** means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Data Elements depending on the type of unique identifier.
- 2.16 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by any Party. As used herein, the term "End Users" does not include any of the Parties to the Agreement with respect to any item or service obtained under this Appendix.
- 2.17 **"GetData"** means the capability of a LIDB owner to both create Custom Data Elements and to process and respond to GetData Queries.
- 2.18 **"GetData Query"** means a LIDB Query that allows a company to customize its data request from LIDB to obtain Data Elements that are not related to calling card PINs.
- 2.19 **"Line Information Data Base (LIDB)"** means a transaction-oriented Database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS Networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts Queries from other network elements and provides return result, return error, and return reject Responses as appropriate. Examples of information that Account Owners might store in LIDB and in their line records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information. In AT&T CALIFORNIA, AT&T SOUTHWEST REGION 5-STATE and AT&T CONNECTICUT, LIDB and CNAM are not separated, instead, CNAM information is contained in LIDB. CNAM information also resides on the LIDB used by AT&T MIDWEST REGION 5-STATE, however, CNAM Queries are currently processed in AT&T MIDWEST REGION 5-STATE's CNAM Database
- 2.20 **"LIDB Data Screening"** (or **"Data Screening"**) means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.
- 2.21 **"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.
- 2.22 **"Originating Point Code"** (**"OPC"**) means a code assigned to identify Customer's system(s) that originate LIDB and/or CNAM Queries.
- 2.23 **"Personal Identification Number"** (**"PIN"**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.24 **"Point Code"** means a 9-digit code that identifies a Service Platform connected to the CCS/SS7 network that is capable of sending, processing, or receiving S7 messages. A Point Code may be referred to either as an Originating Point Code or a Terminating Point Code.
- 2.25 **"Query"** means a message that represents a request to a Database for information.
- 2.26 **"Query Transport Rate"** means a per-Query usage rate that applies to certain Queries transported from an AT&T-13STATE STP to the SCP where the LIDB and/or CNAM Database resides and back.
- 2.27 **"Response"** means an **SS7** message that, when appropriately interpreted, represents an answer to a Query.
- 2.28 **"Service Control Point"** (**"SCP"**) means a common CCS Network node where the Calling Name Database resides.
- 2.29 **"Service Platform"** means a physical platform that interfaces with Customer's service logic. A service platform may be a telephony switch, an SCP, or any other platform capable of appropriately interacting with Customer's service logic.
- 2.30 **"Service Switching Point"** (**"SSP"**) means the software capability within a Signaling Point that provides the Signaling Point with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

- 2.31 **"Signaling Point" ("SP")** means a CCS Network interface element capable of initiating and/or terminating SS7 messages.
- 2.32 **"Signaling System 7" ("SS7")** means the signaling protocol used by a CCS Network.
- 2.33 **"Signaling Transfer Point" ("STP")** means a CCS Network node that performs a packet switching function for routing signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs), and other STPs in order to query Databases. In order to connect to an AT&T-13STATE's SS7 network, Customer (or a third party transporting Customer's CNDS Queries) must connect with an AT&T-13STATE STP in order to connect to that AT&T-13STATE's SCP.
- 2.34 **"Standard Data Element"** means a data element in LIDB and/or CNAM Database that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.
- 2.35 **"Terminating Point Code"** means a 9-digit code that identifies the network node that will receive a Query or a Response.
- 2.36 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

### 3. DESCRIPTION OF SERVICE

- 3.1 AT&T-13STATE will provide Customer with per-Query access to AT&T-12STATE's LIDB and/or CNAM Database under the Agreement (including without limitation this Appendix) only when Customer is using LWC to provision basic analog local exchange telecommunications service and only when such Queries are launched from an AT&T-13STATE Service Platform.
- 3.2 AT&T-12STATE's LIDB accepts the following types of Queries:
  - 3.2.1 Calling Card Query
  - 3.2.2 Billed Number Screening Query
  - 3.2.3 Originating Line Number Screening Query (OLNS)
  - 3.2.4 GetData Query
  - 3.2.5 CNAM Query
  - 3.2.6 With the exception of AT&T Southwest and AT&T West, GetData and OLNS Query access to SNET DG's LIDB will be pursuant to a separate agreement between Customer and SNET DG.
- 3.3 Neither Party's access to a LIDB and/or a CNAM Database will necessarily include access to all of the data of all Account Owners resident on such Database. LIDB owners, including AT&T-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 apply, they apply to all companies whose Queries use the same Originating Point Code as the Service Platform being restricted.
- 3.4 The Agreement including without limitation this Appendix does not provide Customer with Query access to any third-party Database, or third-party network that provides transport to and/or from such third-party Database or network, unless AT&T-13STATE also queries such Database for its own end users. AT&T-13STATE shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. Customer does not gain the ability, by virtue of this Appendix, to determine what Database owning companies AT&T-13STATE will Query, or what third-party networks AT&T-12STATE will use to reach such Databases.
- 3.5 LIDB and/or CNAM data is the result of routine service order processing and contacts between Account Owners and their End Users. As such, the information in LIDB and/or CNAM Database is dynamic and represents information that is only as accurate as provided by the party storing such data and only as of the time such data is stored.

- 3.6 Timing of LIDB and/or CNAM Queries in relation to the services that Customer provides will have an impact regarding the relative accuracy of the information Customer receives. For example, Customer's Queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had Customer Queried LIDB and/or CNAM Database at the time Customer's service provisioning took place.
- 3.7 Account Owners are solely responsible for the accuracy and completeness of the line records they store in AT&T-12STATE's LIDB and/or CNAM Database; accordingly AT&T-12STATE is not responsible for the accuracy or completeness of those line to the extent inaccuracies and/or incompleteness is due to Account Owner Administration. Customer will resolve any disputes regarding data accuracy with the appropriate Account Owner.

#### 4. MANNER OF PROVISIONING

- 4.1 AT&T-13STATE may employ certain automatic and/or manual overload controls to protect AT&T-13STATE's CCS/SS7 network(s). Network Management controls found necessary to protect LIDB and/or CNAM Database from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 4.2 All Customer's Queries to an AT&T-12STATE's LIDB and/or CNAM Database shall use the following translations types: 005 for CNAM Queries and 253 for all other LIDB Queries (including GetData). Customer shall use a subsystem number in the calling party address field that is mutually agreed to by the Parties.

#### 5. FORECASTS

- 5.1 Customer will provide forecasts at least thirty (30) days in advance of any event(s) that is likely to result in significant change in Customer's Query usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new Data Elements.
- 5.2 If AT&T-12STATE determines that it lacks adequate processing capability to provide the requested Query access, AT&T-12STATE will notify Customer of AT&T-12STATE's inability to provide the requested service(s) under the Agreement (including without limitation this Appendix) until such time as AT&T-12STATE gains adequate processing capability. AT&T-12STATE will take reasonable commercial efforts to obtain the needed processing capability, however, AT&T-12STATE will have no liability to Customer pending these efforts while AT&T-12STATE gains such needed processing capacity.
- 5.3 Notwithstanding the foregoing, if Customer determines that it does not require real-time GetData Query access, but can manage its GetData Query volumes into off-peak days and hours, and such Query management would not result in AT&T-12STATE exhausting its Query-processing capacity, the Parties may mutually agree upon dates and times during which Customer will launch its Queries, until adequate capacity is available.
- 5.4 In addition to and without qualifying any other limitation of liability provision contained in the Agreement (including without limitation this Appendix), if Customer does not provide AT&T-12STATE with reliable forecast information as set forth in this Section 5, AT&T-12STATE shall not be liable for any service degradation that may occur, including without limitation, loss of service.

#### 6. OWNERSHIP OF INFORMATION

- 6.1 Account Owners depositing information in AT&T-12STATE's LIDB and/or CNAM Database(s) retain full and complete ownership and control over such information. Customer shall not obtain any ownership interest by virtue of the Agreement (including without limitation this Appendix).
- 6.2 Upon request from an Account Owner whose data Customer is accessing, Customer will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which

Customer uses such Account Owner's information. Customer shall provide information with enough specificity that the Account Owner can verify that such purposes are consistent with this Appendix.

- 6.2.1 Upon request, Customer will provide AT&T-12STATE with a designated contact (name, telephone number, and email address) which AT&T-12STATE can use in referring Account Owner(s) to Customer.
- 6.3 Unless expressly authorized in writing between the Parties, Customer will use CNAM Query only for the purpose of delivery of Calling Name Information by Customer to Customer's LWC End Users who are provided CNDS. Customer may use CNAM Query for such authorized purpose only on a call-by-call basis. Customer may not store for future use any non-Customer data that Customer accesses from AT&T-12STATE's LIDB and/or CNAM Database(s).
- 6.4 Customer will not copy, store, maintain, or create any table or database of any kind based upon information Customer receives in a Response from any of AT&T-12STATE's LIDB and/or CNAM Databases.
- 6.5 In any agreement or tariff in which Customer provides CNDS to its LWC End Users, Customer will prohibit such LWC End Users from maintaining or creating any table or database from any Response from an AT&T-12STATE's Database and providing such table or database to third parties.
- 6.6 In addition to any other remedies available at law or in equity or under the Agreement, if Customer use LIDB Query and/or CNAM Query and/or Response Information for any purpose not specifically authorized under the Agreement (including without limitation this Appendix), AT&T-13STATE may immediately terminate the Agreement and stop providing access to AT&T-12STATE's LIDBs and/or CNAM Databases, including the service that launches the Query, without liability to Customer and/or any LWC End Users.
- 6.7 The Parties may use reports on Query usage and Query usage statistics and information similar to Query usage statistics to bill their Customers to estimate facilities usage needs, and for engineering, capacity, and network planning. AT&T-13STATE may also use such statistics to aid other companies wanting to gain Query Access LIDB and/or CNAM Database. Customer may aggregate individual LIDB and/or CNAM Database usage statistics regarding the number of Customer's Queries and similar types of information during a specified time period, such as a month or a year. Customer will only publish such statistics in aggregate form and will ensure that all information not owned by Customer (including Account Owner names) is redacted and cannot reasonably be identified from the published materials.
- 6.8 Customer acknowledges that an Account Owner's End User information in LIDB and/or CNAM Database may contain Customer Proprietary Network Information or competitively sensitive information. Customer agrees that it will use such information only for the purposes permitted under this Appendix. Other than as identified in Section 7.8.1 below, Customer further agrees that it will not create lists or databases of any kind based upon GetData Responses from LIDB for any purpose including, without limitation, for marketing purposes and/or for competitive analysis.
  - 6.8.1 The Parties agree, that for the purposes of validating accounts and billing and collections, the data Customer retrieves from AT&T SOUTHWEST REGION 5-STATE's and/or AT&T CALIFORNIA's LIDB through a GetData Query may be retained by Customer for ninety (90) days from the date on which Customer requested the data, whereupon Customer will delete or otherwise destroy the information. Customer understands that the data may become invalid if used for any purpose other than billing during that retention period. If Customer determines that it will need such information from an Account Owner for any period of time in excess of ninety (90) days from the date on which Customer requested the data, Customer will obtain authorization for such retention directly from the Account Owner of the information. Such authorization must be pursuant to a separate agreement directly between Customer and Account Owner.
- 6.9 In addition to any other remedies available at law or in equity, if Customer use Response Information for any purpose not specifically authorized under the Agreement (including without limitation this Appendix) AT&T-

12STATE may cease providing access to or block access to said data or other Data Element(s) as set forth following.

- 6.9.1 In the event Customer breach this provision and in addition to any other remedies available at law or in equity or under the Agreement, AT&T-13STATE may terminate the Agreement upon ten (10) days written notice.

## 7. SURVIVAL

- 7.1 Sections 1, 2, 7, 8, 9, 10, 11, and 12 of this Appendix shall survive such termination or expiration of the Agreement, in whole or in part.

## 8. LIMITATION OF LIABILITY

- 8.1 This Section is in addition to other applicable limitations of liability and indemnification provisions set forth elsewhere in the Agreement, including without limitation Attachment LWC.
- 8.2 In no event shall AT&T-13STATE have any liability for system outage or inaccessibility, or for losses arising from the authorized or unauthorized use of any data obtained hereunder by any entity.
- 8.3 AT&T-13STATE will not be liable for any damages resulting from or arising out of Customer's failure to provide forecast information as set forth in Section 5 of this Appendix.
- 8.4 AT&T-12STATE is furnishing access to its Databases to facilitate Customer's provision of services and capabilities authorized under this Appendix, but not to ensure against the risk of call non-completion, or to ensure the successful provision of any service or capability. LIDB and/or CNAM data is the product of routine business service order activity, End User contact, and/or fraud investigations. LIDB AND/OR CALLING NAME INFORMATION PROVIDED TO CUSTOMER BY AT&T-13STATE HEREUNDER SHALL BE PROVIDED "AS IS". AT&T-13STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CALLING NAME INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CALLING NAME INFORMATION IS PROVIDED; PROVIDED, HOWEVER, THAT AT&T-13STATE SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH ACCURATE AND COMPLETE DATA REGARDING AT&T-13STATE RETAIL END USERS. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT, AT&T-13STATE SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES.

## 9. CONFIDENTIALITY

- 9.1 In addition to Section 23, Non-Disclosure, of the Agreement, both Parties agree to limit their use of carrier proprietary information customer and proprietary network information received from the other in accordance with the provisions of Sections 222(a) and (b) of the Act.
- 9.2 Customer shall comply with all applicable requirements of 47 U.S.C. § 222 (and implementing FCC decisions thereunder), and, where accessing CPNI or CARRIER proprietary information via GetData, Customer agrees to indemnify, defend and hold AT&T-12STATE harmless against any claim made by a person, including any End User or governmental entity against AT&T-12STATE.

## 10. MUTUALITY

- 10.1 For calls to and from LWC customers, Customer will make available to AT&T-13STATE Query access to Customer's LIDB and/or CNAM information through a technically compatible Database either through self-provisioning or through a Database vendor. AT&T-13STATE agrees to negotiate in good faith to reach an agreement with Customer or Database Vendor, as appropriate, for such Query access. If AT&T-13STATE is unable to reach such agreement, chooses not to enter into an agreement with the applicable Database owner, or chooses to discontinue using the services of the applicable Database owner, Customer's LIDB and/or

CNAM information will be unavailable to any customer and End Users that are served through AT&T-13STATE Service Platforms.

## **11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 11.1 IN ADDITION TO ANY DISCLAIMER OF WARRANTIES APPLICABLE TO THE AGREEMENT, WITH RESPECT TO THIS APPENDIX, AT&T-13STATE MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR PRODUCTS IT PROVIDES UNDER THIS APPENDIX OR THAT ARE CONTEMPLATED TO BE PROVIDED UNDER THIS APPENDIX. ADDITIONALLY, AT&T-13STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY AN ACCOUNT OWNER WHEN THIS DATA IS ACCESSED AND USED BY ANY PARTY, INCLUDING WITHOUT LIMITATION, A THIRD PARTY.

## **12. ASSIGNMENT**

- 12.1 Either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

## **13. PRICING**

- 13.1 AT&T-13STATE shall not charge Customer a separate per-query charge for any Query made from AT&T-13STATE Service Platforms under this Appendix (Queries originated under the Agreement are included as part of the Service Platform offering, depending upon the type of AT&T-13-STATE Service Platform used to launch the Query).

## APPENDIX LWC OSS



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## APPENDIX LWC OSS (OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

### 1. INTRODUCTION

- 1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete between AT&T-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 AT&T-13STATE makes available to CARRIER in conjunction with Local Wholesale Complete (LWC).

### 2. DEFINITIONS

- 2.1 "LSC" means the Local Service Center (LSC).
- 2.2 "LOC" means the Local Operations Center (LOC).
- 2.3 "Service Bureau Provider" or "SBP" means a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing AT&T-13STATE's OSS application-to-application interfaces via a dedicated connection over which multiple CARRIER's local service transactions are transported.

### 3. GENERAL CONDITIONS

- 3.1 Proper Use of OSS interfaces:
- 3.1.1 For AT&T-13STATE, CARRIER agrees to use AT&T-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 AT&T-13STATE against any cost, expense or liability relating to any misuse of AT&T-13STATE's OSS included but not limited to unauthorized entry or access into, or use or manipulation of AT&T-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 AT&T-13STATE for any and all damages caused by such actions.
- 3.2 Within AT&T-13STATE regions, 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.
- 3.2.1 In AT&T-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 AT&T-13STATE regions, CARRIER is solely responsible for determining whether proper authorization has been obtained and holds AT&T-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 AT&T-13STATE has good cause to believe that CARRIER has used AT&T-13STATE OSS in a way that conflicts with this Agreement (including this Appendix) or applicable law, AT&T-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 AT&T-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 AT&T-13STATE will continue to provide notification of changes to AT&T-13STATE LSOR (Local Service Ordering Requirements) document consistent with the notification intervals in the AT&T-13STATE Change Management Process.
  - 3.6 AT&T-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 provider's tariffs; therefore, use of either the field or valid entries within the field is based on the provider's tariffs/practices."
  - 3.7 Due to enhancements and on-going development of access to AT&T-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. AT&T-13STATE shall provide proper notice of interface phase-out consistent with the notification intervals in the AT&T-13STATE Change Management process.
  - 3.8 CARRIER is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures".

#### 4. PRE-ORDERING

- 4.1 AT&T-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 AT&T-13STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions Include**
  - 4.2.1 Feature/Service Availability
    - 4.2.1.1 Feature Inquiry provides AT&T-13STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
    - 4.2.1.2 PIC/LPIC Inquiry provides AT&T-13STATE Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
  - 4.2.2 Customer Service Information - CSI Inquiry

Within AT&T-13STATE regions, CARRIER's access to pre-order functions described in 3.2 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.
  - 4.2.3 Telephone Number Inquiry

AT&T-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

AT&T-13STATE provides address validation function.

4.2.6 Common Language Location Indicator (CLLI) Inquiry

AT&T-13STATE provides CLLI code inquiry function.

4.2.7 Connecting Facility Assignment (CFA) Inquiry

AT&T-13STATE provides a CFA inquiry function.

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

AT&T-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 AT&T-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 AT&T-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, AT&T-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 AT&T-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 AT&T-13STATE to provision in accordance with AT&T-13STATE LSOR ordering requirements. AT&T-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 AT&T-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 AT&T-13STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Local Wholesale Complete, CARRIER and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's Local Wholesale Complete ordering requirements, dependent on operating region.

5.2.2 For AT&T-13STATE, web-based LEX is the 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 AT&T-13STATE

AT&T-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 AT&T-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, AT&T-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 AT&T-13STATE, Electronic Bonding 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 AT&T-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 AT&T-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 AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 AT&T-13STATE will bill CARRIER for Local Wholesale Complete. AT&T-13STATE will send associated billing information to CARRIER as necessary to allow CARRIER to perform billing functions.

At minimum AT&T-13STATE will provide CARRIER billing information in a paper format, or via 18-track magnetic tape, as agreed to between CARRIER and AT&T-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 AT&T-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 AT&T SOUTHWEST REGION 5-STATE, CARRIER may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Toolbar.
  - 7.2.3 In AT&T-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 In AT&T-13STATE, CARRIER will receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For LWC 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 AT&T-13STATE. Currently access is provided via a Remote Access Facility. For AT&T SOUTHWEST REGION 5-STATE, the LRAF currently located in Dallas, TX will be used. The PRAF in Fairfield, CA currently handles AT&T-2STATE. The ARAF, located in Chicago, IL, presently serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, currently handles AT&T CONNECTICUT. 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 AT&T-13STATE OSS interfaces to perform the supported functions, in accordance herewith, in any AT&T-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. AT&T-13STATE 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 AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT 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 AT&T-13STATE OSS via the public internet.
- 8.3 Presently, CARRIER shall use TCP/IP to access AT&T-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 an AT&T-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 AT&T-13STATE data facilities for access to OSS will be in compliance with AT&T-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

- 9.2.1 CARRIER shall notify AT&T-13STATE immediately, upon termination of employment of an individual user with approved access to the AT&T-13STATE's OSS interface(s) via a user ID assigned by AT&T-13STATE.
- 9.2.2 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.

### 9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on AT&T-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.
- 9.3.2 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.

### 9.4 Monitoring

- 9.4.1 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 (AT&T-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."*

- 9.4.2 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 interfaces at the time of executing this LWC Agreement.