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January 28, 2003

RECEIVED³
JAN 31 2003
Records
Public Service Commission

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

Re: Sage Telecom, Inc.

Dear Judge Roberts:

On December 27, 2001, Sage filed its Notice of Adoption of the Missouri 271 Interconnection Agreement ("M2A") of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

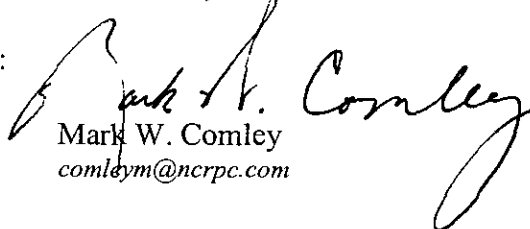
Sage and SWBT have entered into an Amendment ("Amendment No. 10") to their interconnection agreement, amending the Data Screening language in the Line Information Data Base. An original and five copies of Amendment No. 10 is enclosed for filing with your office.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley
comleym@ncrpc.com

MWC:ab

Enclosure

cc: Office of Public Counsel
General Counsel's Office
Katherine K. Mudge
Norlene Duke

TO MISSOURI 271 INTERCONNECTION AGREEMENT

By and Between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SAGE TELECOM, INC.

The Missouri 271 Interconnection Agreement (the “Agreement”) by and between Southwestern Bell Telephone Company,¹ and Sage Telecom, Inc. (“CLEC”) is hereby amended by replacing Section 9.4.4.2.4 of Attachment 6 (Unbundled Network Elements) to the Agreement with the following terms and conditions (the “Amendment”):

1. AMENDMENTS TO THE AGREEMENT

- 1.1 This Amendment sets forth the terms and conditions for Data Screening in the Line Information Data Base (“LIDB”) provided by SWBT and CLEC.

2. DEFINITIONS

- 2.1 Defined terms contained in this Amendment shall apply solely to this Amendment (i.e., the new Section 9.4.4.2.4 of Attachment 6 to the underlying Agreement) without reference to any conflicting definitions elsewhere in the underlying Agreement, including in its schedules, appendices and attachments. Defined terms used in this Amendment but not defined in the Amendment shall have the meaning ascribed to them elsewhere in the underlying Agreement, including in its schedules, appendices and attachments.

9.4.4.2.4 Defined Terms

- a. **“Account Owner”** means a telecommunications company, including SWBT, that provides an End User’s local service, and such company stores and/or Administers the End User’s associated Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- b. **“Administer or Administration”** means, for the purpose of this Amendment, the ability of an Account Owner to create, modify, update, or

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company (“SWBT”).

delete its Line Record information in LIDB through interfaces agreed to between the Parties.

- c. **“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.
- d. **“Billing Clearinghouse”** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.
- e. **“Complete Screen”** means that the Query-originator was denied access to all of the information it requested in its Query.
- f. **“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.
- g. **“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.
- h. **“Data Clearinghouse”** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.
- i. **“Data Element”** means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

- j. **“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.
- k. **“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.
- l. **“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.
- m. **“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.
- n. **“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.
- o. **“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.
- p. **“Originating Point Code (OPC)”** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.
- q. **“Partial Screen”** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.
- r. **“Service Management System (SMS)”** means an off-line system used to access, create, modify, update or delete information in LIDB.
- s. **“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.

- t. **“Service Platform”** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.
- u. **“Terminating Point Code”** means a 9-digit code that identifies the network node that will receive a Query or a Response.

9.4.4.2.4.1 GENERAL DESCRIPTION

- a. From time to time, SWBT enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require SWBT to make any enhancements to its LIDB except at its sole discretion.

9.4.4.2.4.2 SERVICE DESCRIPTION

- a. **Data Screening Verification**
 - a1. SWBT will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC’s authorized source, as identified through passwords or other authorization process(es) designated by SWBT, which the Parties agree SWBT may change from time to time.
- b. **LSR Process**
 - b1. If CLEC uses the LSR Interface to administer its data, CLEC will provide complete information in its LSR to SWBT so that the LSR Interface can populate CLEC’s line record completely, accurately, and in a timely manner. If CLEC’s LSR does not contain information needed to populate a Standard Data Element in LIDB, SWBT will populate such Data Element with SWBT-defined default information. Such default information will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SWBT complete and accurate information. In the event SWBT populates CLEC’s Line Records with default information under this paragraph, SWBT will not be responsible for any claim or damage resulting from the use of such

default information, except in the event of SWBT's gross negligence or willful misconduct.

- b2. CLEC will provide to SWBT during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

c. **LIDB Data Screening**

- c1. LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on SWBT's LIDB. CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.
- c2. The ability to allow or limit Query originators to access CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.
- c3. SWBT will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, SWBT will work cooperatively with CLEC to implement and manage CLEC's Data Screening.

9.4.4.2.4.3 MANNER OF PROVISIONING

- a. SWBT will provide to CLEC, on request, SWBT-specific documentation regarding record formatting and associated hardware requirements of the interfaces SWBT provides for LIDB data Administration when CLEC chooses to use such interfaces.
- b. CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- c. In addition to any other forecast requirements contained in the Agreement, CLEC will furnish (prior to any development CLEC undertakes to create any Custom Data Element) the following forecast information:
 - c1. The size of the Data Element in terms of bytes;

- c2. The frequency of updates on a per-Custom Data Element Basis;
 - c3. The number of Line Records to which the Custom Data Element will apply; and
 - c4. The number of monthly busy hour queries that will request the new Custom Data Element(s).
- d. If SWBT, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, SWBT will notify CLEC of SWBT's inability to provide the Custom Data Element until such time as SWBT gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SWBT will have no liability to CLEC while SWBT gains such needed data storage and administration and/or processing capability.
- e. CLEC will administer its data in SWBT's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to, populating all Standard Data Elements defined for SWBT's LIDB.
- f. SWBT will, at its sole discretion, allow or negotiate any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Amendment, to determine what companies are allowed to access information in SWBT's LIDB. CLEC acknowledges that when SWBT allows an entity to access SWBT's LIDB, such Query originators will also have access to CLEC's data that is also stored in SWBT's LIDB unless CLEC otherwise invokes Level 2 Data Screening.
- g. **LIDB Data Screening**
- g1. SWBT is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.
 - g2. CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

- g3. CLEC will use an interface designated by SWBT to notify SWBT of CLEC's Level 2 Data Screening requests. SWBT will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SWBT. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SWBT's operating procedures, which the Parties agree SWBT may change from time to time at its sole discretion. SWBT shall not be responsible for any claims related to untimely or incorrect blocking requests.
- g4. CLEC will administer its LIDB Data Screening Requests according to methods and procedures developed by SWBT, which the Parties agree SWBT may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.
- g5. If an entity with appropriate jurisdictional authority determines that SWBT cannot offer Level 2 Data Screening and/or determines that SWBT cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that SWBT will not abide by CLEC's requests for such Data Screening and SWBT will not have any liability to CLEC for not providing such Data Screening.
- g6. If CLEC, or CLEC's affiliate(s), also originates queries to SWBT's LIDB and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in SWBT's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that SWBT can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.
- g7. CLEC understands that 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.
- g8. CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

- g9. CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, SWBT will identify to such Query originator the presence of Level 2 Data Screening.
- g10. CLEC understands that SWBT 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 SWBT's LIDB on an Account Owner basis. CLEC further understands that where available, SWBT will honor such requests from Query originators.

h. Custom Data Elements

- h1. The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:
- h2. SWBT will establish all Assignment Authorities and Custom IDs for all Account Owners for all Custom Data Elements.
- h3. The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.
- h4. CLEC will confirm to SWBT's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. SWBT will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to SWBT's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.
- h5. Requests to create Custom Data Elements that require the addition of hardware and/or software on SWBT's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.
- h6. CLEC will abide by SWBT methods and procedures for creating Custom Data Elements.
- h7. CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

- h8. If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.
- h9. The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and SWBT will not provide, CLEC with a list of other Account Owners' Custom Data Elements.
- h10. CLEC is responsible for identifying to SWBT, through a process or procedure established by SWBT, what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.
- h11. CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SWBT's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SWBT's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

3. MISCELLANEOUS

- 3.1 The underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of the Agreement except for the Agreed Changes were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227; and (ii) therefore, no aspect of the Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability into Illinois under 220 ILCS 5/13-801(b) ("Illinois Law") or Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27"). The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable into Illinois under the Illinois Law and Condition 27 if they otherwise qualify for portability under such Illinois Law or Condition 27.

- 3.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS, AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 3.4 This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17 day of JANUARY, 2003, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sage Telecom, Inc.

By: Gary P. Nuttall

Title: VP, CTO

Name: Gary P. Nuttall
(Print or Type)

Date: January 3, 2003

**Southwestern Bell Telephone, L.P. d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: Mike Auinbaub

Title: President – Industry Markets

Name: Mike Auinbaub
(Print or Type)

Date: JAN 17 2003

OCN/AECN 9078