

CNAM DATABASE

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which SBC ILLINOIS provides MCIm access to its Calling Name ("CNAM") Database.

2 DEFINITIONS

- 2.1 Defined terms used in this Appendix CNAM shall have the same meaning as set forth in Section 2 of Appendix LIDB of this Agreement.
- 2.2 "CNAM" or "Calling Name Information" means a Telecommunications Carrier's records of its end user customers names associated with one or more assigned ten-digit telephone numbers, as referenced in GR-1158-CORE.

3 PER QUERY ACCESS NONDISCRIMINATORY ACCESS

- 3.1 **SBC ILLINOIS will not provide bulk access to the data in the CNAM database, but will provide per query access as described in 4.1 below. CNAM must be provided as an unbundled Network Element ("UNE"). SBC ILLINOIS shall provide nondiscriminatory access to the CNAM database.**

3.1.1 ***Nondiscriminatory access to the CNAM database includes providing access on a download or bulk format. Intentionally Omitted.***

3.1.2 ***Nondiscriminatory access includes providing access to the database at a cost-based rate to be determined on the basis of a cost-study filed by SBC ILLINOIS with the Commission. Intentionally Omitted.***

4 CALLING NAME (CNAM) DATABASE

- 4.1 SBC ILLINOIS will provide nondiscriminatory access to the data contained in the CNAM on a per query basis, when such Queries are originated directly from/by SBC ILLINOIS's **Lawful** UNE Unbundled Local Switching (ULS) provided to MCIm pursuant to Appendix **Lawful** UNE under Section 251 (c)(3) of the Act, or SBC ILLINOIS's Service Platform that supports MCIm's use of such **Lawful** UNE ULS.

- 4.2 SBC ILLINOIS's CNAM information also resides in the LIDB used by SBC ILLINOIS; however, CNAM Queries are currently processed in the SBC ILLINOIS CNAM Database.

- 4.3 The CNAM Database contains subscriber information (including name and telephone number) used to show the name associated with an incoming call on a display attached to the telephone. SBC ILLINOIS shall provide MCIm with access to SBC ILLINOIS's CNAM Database.

4.3.1 **Any other Query access to SBC ILLINOIS's CNAM Database will be pursuant to effective Switched Access Tariffs (as may be modified from time to time) and where no such tariffs exist, another agreement for LIDB and/or CNAM Database Queries. Intentionally Omitted.**

- 4.4 Intentionally Omitted.

- 4.5 Intentionally Omitted.

- 4.6 MCIIm can obtain routing information for the CNAM Information contained in SBC ILLINOIS's CNAM Database (including identification of the provider of local service) from the following National routing guides: Calling Name Access Routing Guide (CNARG) and Number Portability Administration Center (NPAC).
- 4.7 Intentionally Omitted.
- 4.8 ***Upon request, but no later than thirty (30) days after receipt of request, SBC ILLINOIS shall provide via electronic data transfer an initial load of Calling Name Information. The NPAs included must represent the entire SBC ILLINOIS operating territory in the State. The initial load shall reflect all most recent available data as of the provision date. Intentionally Omitted.***
- 4.9 Intentionally Omitted.
- 4.10 ***SBC ILLINOIS shall provide daily updates to the CNAM Database information via electronic data transfer. Updates must have the most recent data as of the date provided to MCIIm. Intentionally Omitted.***
- 4.11 ***SBC ILLINOIS shall provide a complete refresh of the CNAM Database upon request and at no charge if MCIIm can show that 500 or more records contained in the database are corrupt. Otherwise, MCIIm will be charged the rate associated with an initial load of the CNAM Database. Intentionally Omitted.***
- 4.12 ***When MCIIm accesses the CNAM database on a per query basis, SBC ILLINOIS will provide CNAM information to MCIIm as set forth in GR-1188-CORE. CNAM information contained in SBC ILLINOIS's CNAM Database is set forth in GR-1158-CORE. SBC ILLINOIS will administer CNAM information using the formats set forth in GR-446-CORE. Intentionally Omitted.***
- 4.13 ***The Parties shall comply with LIDB and CNAM-AS administrative and storage requirements as defined in the LIDB and CNAM-AS Appendix. Intentionally Omitted.***
- 4.14 Intentionally Omitted
- 4.15 CNAM data is the result of routine service order processing and contacts between Account Owners and their end user customers. As such, the information in 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.
- 4.16 ***The Parties acknowledge that the data in the CNAM database is periodically and frequently updated and that the data returned may be different for Queries issued at different times. Intentionally Omitted.***
- 4.17 Intentionally Omitted.
- 4.18 ***Upon request from an Account Owner in SBC ILLINOIS's CNAM whose data MCIIm is accessing, MCIIm will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which MCIIm uses such Account Owner's information. Intentionally Omitted.***
- 4.19 ***Account Owners' information in CNAM Database may contain Proprietary Network Information or competitively sensitive information. MCIIm agrees that it will use***

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such information only for such purposes permitted under this Appendix. Intentionally Omitted.

- 4.20 In addition to any other remedies available at law or in equity, if MCIIm uses Response information for any purpose not specifically authorized under this Appendix, SBC ILLINOIS may cease providing access to or block access to Data Element(s). Further, if such misuse continues after written notice from SBC ILLINOIS, SBC ILLINOIS may terminate this Appendix upon ten (10) days written notice. In the event of such termination, MCIIm will remain obligated to pay SBC ILLINOIS for any unpaid charges incurred under this Appendix (in addition to any remedies available to SBC ILLINOIS at law or in equity). Intentionally Omitted.

5 CNAM DATA FORMAT REQUIREMENTS

5.1 Intentionally Omitted.

5.2 *The CNAM Data shall include the following information and fields:*

- 5.2.1 *Privacy Indicator – One character; determines whether the caller name should be presented to the called party. U = presentation allowed, R = presentation restricted. Intentionally Omitted.*
- 5.2.2 *Name String – Fifteen character format; the name associated with the account number to be presented on the caller ID CPE. Intentionally Omitted.*
- 5.2.3 *Telephone Number - Standard ten-digit subscriber telephone number, Ex. 703 341-7000. Intentionally Omitted.*

6 CNAM DATA PROCESSING REQUIREMENTS

6.1 Intentionally Omitted.

6.2 *The Parties shall mutually agree to standards based on the following data processing requirements: Intentionally Omitted*

- 6.2.1 *Daily update information must be provided to MCIIm on the same day as the change occurred through the electronic data transfer medium, NDM. Intentionally Omitted.*
- 6.2.2 *Identify dataset label requirements. Intentionally Omitted.*
- 6.2.3 *Identify tracking information requirements, e.g., use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. Intentionally Omitted.*

7 USE OF CNAM INFORMATION

- 7.1 Unless expressly authorized in writing by the Parties, MCIIm will not use CNAM Service for purposes other than those described in this Appendix. MCIIm may use CNAM Service for such authorized purposes only on a call-by-call basis. MCIIm may use the CNAM information provided pursuant to this Appendix to provide services to its end user customers consistent with state and federal law. MCIIm further agrees not to use the CNAM Information for any marketing purposes.

8 MANNER OF PROVISIONING

- 8.1 MCIIm acknowledges that the CCS/SS7 network can overload if there are extraordinary volumes of Queries and/or other SS7 network messages and that this overload can have a detrimental effect on the performance of SBC ILLINOIS's CCS/SS7 network. SBC ILLINOIS, at its sole discretion, may employ on a nondiscriminatory basis automatic and/or manual overload controls within SBC ILLINOIS's CCS/SS7 network to guard against these detrimental effects. Such management controls will be applied to the specific problem source to the extent technically feasible. *Intentionally Omitted.*
- 8.2 Intentionally Omitted.
- 8.3 All CNAM Database Queries that are generated from an SBC ILLINOIS Service Platform will use the same translation type and subsystem number as are used by SBC ILLINOIS's retail service offering for the particular type of Query. *Intentionally Omitted.*
- 8.4 FORECASTS
- 8.4.1 Prior to SBC ILLINOIS initiating service under this Appendix, MCIIm shall provide an initial forecast of busy hour Query volumes broken down by type of Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC ILLINOIS determines that it lacks adequate processing capability to provide the requested Query access, SBC ILLINOIS will notify MCIIm of SBC ILLINOIS's inability to provide the requested service(s) under this Appendix until such time as SBC ILLINOIS gains adequate processing capability. SBC ILLINOIS will take reasonable commercial efforts to obtain the needed processing capability; however, SBC ILLINOIS will have no liability to MCIIm pending these efforts while SBC ILLINOIS gains such needed processing capacity.
- 8.4.2 The requirements for initial forecast in Paragraph 5.1 will not apply to services MCIIm provides through resale or Lawful unbundled local switch ports that were in operation pursuant to an interconnection agreement with SBC-13STATE that was effective immediately prior to this interconnection agreement. MCIIm will also not have to provide a forecast for each new resale and/or UNE-P customer that is added during the life of this agreement.
- 8.4.3 *Intentionally omitted*
- 8.4.4 MCIIm shall update its busy hour forecast each year on October 1 upon request by SBC ILLINOIS.
- 8.4.5 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in MCIIm's 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.
- 8.4.6 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if MCIIm does not provide SBC

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ILLINOIS with reliable forecast information as set forth in this Section 6, SBC ILLINOIS shall not be liable for any service degradation that may occur based on the lack of such reliable forecast information, including without limitation, loss of service.

9 LIMITATION OF LIABILITY

- 9.1 In no event shall SBC ILLINOIS have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Service purchasers.
- 9.2 SBC ILLINOIS is furnishing access to its CNAM to facilitate MCI's provision of services to its end user customers, but not to insure against the risk of non-completion of any call. While SBC ILLINOIS agrees to make every reasonable attempt to provide accurate CNAM information, the Parties acknowledge that Calling Name Information is the product of routine business service order activity and/or fraud investigations. MCI acknowledges that SBC ILLINOIS can furnish Calling Name Information only as accurate and current as the information has been provided to SBC ILLINOIS for inclusion in its CNAM Database. Therefore, SBC ILLINOIS, in addition to the limitations of liability set forth, is not liable for inaccuracies in Calling Name Information provided to MCI except for such inaccuracies caused by SBC ILLINOIS's willful misconduct or gross negligence.
- 9.3 SBC ILLINOIS's liability to MCI for CNAM database fraud, system outages or inaccessibility shall be limited to MCI's direct damages, provided, however, that unauthorized acts of SBC ILLINOIS employees that caused harm to MCI shall not be subject to the limitations of this section and shall be determined on a case-by-case basis. SBC ILLINOIS shall not be liable to MCI for unauthorized use of CNAM database information by MCI or other third-party database users.
- 9.4 Intentionally omitted.
- 9.5 MCI acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 9.6 MCI acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives from the originating switch during call set-up. MCI agrees not to attempt to obtain the caller's name information by originating a Query to SBC ILLINOIS' Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. MCI also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. **Therefore, SBC ILLINOIS, in addition to the limitations of liability set forth in this section, is not liable for any failure by MCI or MCI's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and MCI agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC ILLINOIS harmless from and defend and indemnify SBC ILLINOIS for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from MCI's or MCI's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such**

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privacy-related claims, damages or actions caused by SBC ILLINOIS' willful misconduct or gross negligence.

10 MUTUALITY

10.1 MCIm agrees to make its Line Record Information available to SBC ILLINOIS. Should MCIm store its Line Record information in a database other than SBC ILLINOIS', MCIm will make such Information available to SBC ILLINOIS through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC ILLINOIS and the database provider. SBC ILLINOIS agrees to negotiate in good faith to reach such an agreement. If SBC ILLINOIS is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, MCIm acknowledges that such MCIm Line Record information will be unavailable to any customer, including any MCIm's customer, that is served by SBC ILLINOIS' service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches). *Intentionally Omitted.*

11 PRICING

11.1 See Appendix LIDB

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