

LIDB SERVICE

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by SBC ILLINOIS to MCI.

2 DEFINITIONS

- 2.1 "Account Owner" means a telecommunications company, including SBC ILLINOIS that stores and/or administers line record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.2 "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 or the called party.
- 2.3 "Calling Card Query" means a request to validate the use of a calling card account.
- 2.4 Intentionally Omitted.
- 2.5 "Database (or Data Base)" means an integrated collection of related data as well as the platform on which the collection of data exists that contains the processing logic capable of using such data in transaction processing. In the case of LIDB, the database is the line number and related line information as well as the Query processing logic. The CNAM Database is as defined in Appendix Calling Name Database ("CNAM").
- 2.6 Intentionally Omitted.
- 2.7 "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.
- 2.8 Intentionally Omitted
- 2.9 Intentionally Omitted.
- 2.10 "Originating Line Number Screening (OLNS)" means a specific type of LIDB Query that requests the originating call processing, billing, and service profiles of an originating line.
- 2.11 Intentionally Omitted.
- 2.12 Intentionally Omitted.
- 2.13 "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.
- 2.14 "Point Code" means a 0-digit code that identifies a Service Platform connected to the CCS/SS7 network that is capable of sending, processing, or receiving SS7 messages. A Point Code may be referred to either as an Originating Point Code or a Terminating Point Code.
- 2.15 "Query" means a message that represents a request to a Database for information.
- 2.16 Intentionally Omitted.

- 2.17 Intentionally Omitted.
- 2.18 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.
- 2.19 **"Service Platform" means the physical platform that generates Queries and is identified to LIDB by an Originating Point Code contained in the Query. A Service Platform may be a telephony switch or any other platform capable of correctly formatting and launching Queries and receiving the associated Response.**
- 2.20 "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.
- 2.21 Validation Query means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3 DESCRIPTION OF SERVICE

- 3.1 The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer telephone Numbers and Special Billing Numbers (which includes CNAM data). LIDB can accept Queries from other network elements and provide return result, return error, and return reject responses as appropriate. **SBC ILLINOIS does not own a LIDB. SBC ILLINOIS obtains its LIDB services from SNET Diversified Group Inc. ("SNET DG"), a Connecticut Corporation LIDB. SNET DG provides Query access to LIDB or CNAM information for other carriers not a Party to this Agreement. Any use of the possessive in this Appendix as applied to SBC ILLINOIS will not indicate ownership but shall indicate the relationship described in this paragraph.**
- 3.2 SBC ILLINOIS shall provide nondiscriminatory access to LIDB as an unbundled Network Element **under this Appendix only when Queries are originated directly from/by SBC ILLINOIS's Lawful UNE Unbundled Local Switching (ULS) provided to MCI pursuant to Appendix Lawful UNE under Section 251 (c)(3) of the Act, or SBC ILLINOIS's Service Platform that supports MCI's use of such Lawful UNE ULS.**
- 3.2.1 **Any other Query access to SBC ILLINOIS's LIDB and/or CNAM Database will be pursuant to effective 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. SBC ILLINOIS will provide MCI nondiscriminatory access to SBC ILLINOIS' LIDB in all other instances pursuant to Section 251(b)(3) of the Act.**
- 3.2.1.1 ***Nondiscriminatory access includes use of the data for purposes consistent with federal and state law. Intentionally Omitted.***
- 3.2.1.2 ***Nondiscriminatory access includes a price that is cost-based. SBC ILLINOIS must file appropriate up-to-date cost studies with the Commission. Intentionally Omitted.***
- 3.3 SBC ILLINOIS's LIDB accepts the following types of Queries:

- 3.3.1 Calling Card query
- 3.3.2 Billed Number Screening Query
- 3.3.3 Originating Line Number Screening Query (OLNS) Intentionally Omitted.**
- 3.3.4 Intentionally Omitted.
- 3.3.5 CNAM Query
- 3.3.6 For GetData and Data Screening see Section 3.26.1 below.
- 3.4 **SBC ILLINOIS shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. MCIIm does not gain the ability, by virtue of this Appendix, to determine what Database owning companies SBC ILLINOIS will Query or what third-party networks SBC ILLINOIS will use to reach such Databases, Provided that SBC ILLINOIS meets its obligation under this Appendix LIDB (including the obligations to provide MCIIm with access to the LIDB on a non-discriminatory basis and at parity with what it provides itself, its and other CLECs), SBC ILLINOIS shall have discretion in determining which LIDB its service platforms will query and what third-party networks it will use to reach such LIDB.**
- 3.5 LIDB service provides MCIIm with certain line information that MCIIm may use to facilitate completion of calls or services. LIDB service also provides access to billing validation data to support Alternate Billing Services such as calling card, collect and third number billing.
- 3.6 LIDB validation information can include public telephone identification to denote the presence of a payphone to assist MCIIm in the avoidance of billing for calls from a payphone. End User requests, such as denial of collect or third number for billing restrictions can also be denoted.
- 3.7 LIDB downtime is designed to be less than twelve (12) hours per year. It is capable of processing more than 100 queries per second. In addition, the LIDB will provide a mean response time of no more than 0.25 to 0.5 seconds and shall not exceed 1.0 second for 99 percent of all messages.
- 3.8 **See Appendix LIDB and CNAM-Administration Storage (AS) for audit provisions. To assist in providing the most accurate validation service possible, two (2) audit procedures will be done. The first audit is performed seven (7) nights a week to compare the data contained in the database administration system and LIDB data. Any differences between these data are resolved the next business day. The second audit, which occurs at least yearly, compares the carrier record files and the information contained in the database administration system.**
- 3.9 SBC ILLINOIS employs fraud monitoring measures including thresholds based on the number of queries received concerning a calling card number by the LIDB over a specified period of time. One threshold triggers an investigation involving a carrier contact. Another higher threshold causes the automatic deactivation of the calling card by the LIDB and sends a service denial due to threshold exceeded message to the originating Operator Service system. There are procedures in place to deactivate reported lost or stolen cards immediately. Database entries for calling cards identified or suspected of being fraudulently used will be updated seven days a week, twenty-four

hours a day.

- 3.10 LIDB enables the following functions on an on-line, call-by-call basis for Validation Queries:
- 3.10.1 Validate a telecommunications carrier's end user customer's calling card number stored in the LIDB.
 - 3.10.2 Determine whether the billed line automatically rejects, accepts or requires verification of certain calls billed as collect or third number.
 - 3.10.3 Determine whether the billed line is a public or non-working telephone number.
 - 3.10.4 Determine whether the central office code is active or vacant.
- 3.11 SBC ILLINOIS shall process MCI's customer records in a nondiscriminatory manner as compared to SBC ILLINOIS's customer records with respect to other LIDB functions.
- 3.12 Within two (2) weeks after a request by MCI, SBC ILLINOIS shall provide MCI with a list of the subscriber data items which MCI would have to provide in order to support billed number screening and calling card validation.
- 3.13 SBC ILLINOIS shall provide MCI with nondiscriminatory access to LIDB functionality.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.
- 3.16 Intentionally Omitted.
- 3.17 Intentionally Omitted.
- 3.18 MCI will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCI shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.19 ***MCI understands that access to SBC ILLINOIS's LIDB may not provide MCI with access to all of the data of all Account Owners in SBC ILLINOIS's LIDB. When a region in SBC ILLINOIS implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict MCI from accessing their data. MCI understands that SBC ILLINOIS will comply with Data Owners' requests to so limit or restrict their data. Should MCI desire access to any restricted Data Owner's LIDB Information, MCI understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between MCI and said Data Owner. Neither Parties' access to a LIDB database will necessarily include access to all of the data of all Account Owners resident on such Database. LIDB owners comply with Account Owners' requests to restrict access to their data from specific Service Platforms (e.g., end offices and operator services platforms). When such limits or restrictions apply to an SBC ILLINOIS's Service Platform(s), such restrictions and/or limitations will apply to all companies, including SBC ILLINOIS, that generate queries from the restricted platform(s).***

- 3.20 LIDB data is the result of routine service order processing and contacts between Account Owners and their End Users. As such, the information in LIDB 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.
- 3.21 Timing of LIDB Queries in relation to the services that MCI provides will have an impact regarding the relative accuracy of the information MCI receives. For example, MCI's Queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had MCI Queried LIDB Database at the time MCI's service provisioning took place.
- 3.22 Account owners are solely responsible for the accuracy and completeness of the Line Records they store in LIDB; accordingly SBC ILLINOIS is not responsible for the accuracy or completeness of those Line Records. MCI will resolve any disputes regarding data accuracy with the appropriate Account owner.
- 3.23 Intentionally Omitted.
- 3.24 **SBC ILLINOIS provides LIDB Service only as such services are used for MCI's activities where SBC ILLINOIS is the incumbent local exchange carrier. Any use of SBC ILLINOIS LIDB, for the provision of LIDB Service applications, by MCI outside of the area where SBC ILLINOIS is the incumbent local exchange carrier will not be pursuant to the terms, conditions, rates and charges of this Appendix. Intentionally Omitted.**
- 3.25 Intentionally Omitted.
- 3.26 GetData and Data Screening
- 3.26.1 MCI agrees that it does not wish to utilize the GetData or Data Screening processes.
- 3.26.2 "GetData" means the capability of a LIDB owner to both create Custom Data Elements and to process and respond to GetData Queries.
- 3.26.3 "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.

4 MANNER OF PROVISIONING

- 4.1 MCI acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC ILLINOIS's CCS/SS7 network. MCI further agrees that SBC ILLINOIS, at its sole discretion, shall employ on a nondiscriminatory basis certain automatic and/or manual overload controls within SBC ILLINOIS's CCS/SS7 network to guard against these detrimental effects. SBC ILLINOIS shall apply such management controls and it will be applied to the specific problem source in a nondiscriminatory manner, to the extent technically feasible.
- 4.2 Intentionally Omitted.
- 4.3 **All LIDB 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.**5 INTENTIONALLY OMITTED****6 PRICE AND PAYMENT**

6.1 Intentionally Omitted.

6.2 **When MCIIm generates Queries from an SBC ILLINOIS switch (e.g., end office switch, operator services switch, and directory assistance switch), SBC ILLINOIS will recover the costs of such Queries from the service or network element MCIIm purchased to launch such Queries. When MCIIm purchases unbundled local circuit switching (ULS) from SBC ILLINOIS, the costs of any LIDB queries launched through that switch is included as part of the recurring charge for that ULS network element.**

7 OWNERSHIP OF INFORMATION

7.1 Telecommunications companies depositing information in SBC ILLINOIS's LIDB retain full and complete ownership and control over such information. MCIIm obtains no ownership interest by virtue of this Appendix.

7.2 Unless expressly authorized in writing by the Parties, MCIIm will not use LIDB for purposes other than **permitted by law as described in this Appendix.** MCIIm will access LIDB on a call-by-call basis **for the same purposes that SBC ILLINOIS accesses LIDB on a call by call basis.** MCIIm may not **copy, store, maintain, or create any table or database** for future use **based upon** any non-MCIIm data that MCIIm accesses from SBC ILLINOIS's LIDB. SBC ILLINOIS agrees that MCIIm may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate MCIIm's facilities usage needs, and for engineering, capacity, and network planning. MCIIm agrees that SBC ILLINOIS may use statistics for the same purposes. MCIIm may aggregate individual LIDB statistics regarding the number of MCIIm's LIDB Queries and similar type of information during a specified time period, such as a month or a year. MCIIm will only publish such statistics in aggregate form and will ensure that all non-MCIIm names are redacted and cannot reasonably be identified from the published materials

7.3 Proprietary information residing in SBC ILLINOIS's LIDB is protected from unauthorized access and MCIIm may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

7.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

7.3.2 PIN Number(s)

7.3.3 Billed Number Screening (BNS) indicators

7.3.4 Class of Service (also referred to as Service or Equipment)

7.3.5 Reports on LIDB usage

7.3.6 Information related to billing for LIDB usage

- 7.3.7 LIDB usage statistics
- 7.4 Intentionally Omitted.
- 7.5 **MCIIm is solely responsible for the Line Records MCIIm owns and shall comply with Attachment LIDB and CNAM-Administration and Storage (AS). For MCIIm end user customers served via UNE-P, SBC ILLINOIS shall administer Line Records in the same manner that it administers such Line Records for its retail end user customers and in accordance with requirements and procedures established in the SBC-13 STATE Change Management Process "CMP" Document described in Section 1.2 of Appendix Operation Support Systems of this Agreement.**
- 7.6 Intentionally Omitted.
- 7.7 **Upon request from an Account Owner in SBC ILLINOIS's LIDB 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.**
- 7.8 **Account Owners' information in LIDB Database may contain Proprietary Network Information or competitively sensitive information. MCIIm agrees that it will use such information only for such purposes permitted under this Appendix. Intentionally Omitted.**
- 7.9 Intentionally Omitted
- 7.10 **In addition to any other remedies available at law or in equity, if MCIIm use 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.**

8 TERM AND TERMINATION

- 8.1 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

9 LIMITATION OF LIABILITY

- 9.1 **The Parties' liability to each other under this LIDB Appendix shall be as set forth in Section 15 of the General Terms and Conditions of this Agreement. Intentionally Omitted.**
- 9.2 **Each Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Queries.**

KEY:

Bold italic font represents MCIIm proposed language.

Bold underlined font represents SBC proposed language.

Intentionally Omitted.

- 9.3 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents). *Intentionally Omitted.*
- 9.4 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 LIDB Query purchasers. *Intentionally Omitted.*
- 9.5 SBC ILLINOIS is furnishing access to its LIDB Database to facilitate MCI's provision of services to its End Users, 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 LIDB Database information, the Parties acknowledge that line record information is the product of routine business service order activity and/or fraud investigations. MCI acknowledges that SBC ILLINOIS can furnish line record information only as accurate and current as the information has been provided to SBC ILLINOIS for inclusion in its LIDB Database. Therefore, SBC ILLINOIS, in addition to the limitations of liability set forth, is not liable for inaccuracies in line record information provided to MCI or to MCI's Query originating carrier customers except for such inaccuracies caused by SBC ILLINOIS's willful misconduct or gross negligence. *Intentionally Omitted.*
- 9.6 LIDB INFORMATION PROVIDED TO MCI BY SBC ILLINOIS HEREUNDER SHALL BE PROVIDED "AS IS". SBC ILLINOIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB INFORMATION REGARDLESS OF WHOSE LIDB INFORMATION IS PROVIDED, AND SBC ILLINOIS IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH MCI OR MCI'S END USERS' USE OF LIDB INFORMATION. *Intentionally Omitted.*
- 9.7 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 termination 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 service can unblock on a call-by-call or every call basis. *Intentionally Omitted.*

10 COMMUNICATION AND NOTICES

- 10.1 Ordering and billing inquiries for the services described herein from SBC ILLINOIS shall be directed to the Local Service Center (LSC).

11 MUTUALITY

- 11.1 MCI agrees to make its Line Record Information available to SBC ILLINOIS. Should MCI store its Line Record information in a database other than SBC ILLINOIS's, MCI 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

KEY:

Italic font represents MCI proposed language.

Underlined font represents SBC proposed language.

agrees to negotiate in good faith to reach such an agreement. If SBC ILLINOIS is unable to reach such agreement, MCIIm acknowledges that such MCIIm Line Record information will be unavailable to any customer, including any MCIIm's customer, that is served by SBC ILLINOIS's Service Platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

KEY:

font represents MCIIm proposed language.

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