

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~Bell South Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA, and d/b/a AT&T-TENNESSEE~~ - 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, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 ~~AT&T STATE~~ means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~AT&T-2STATE~~ As used herein, ~~AT&T-2STATE~~ means ~~AT&T-CALIFORNIA~~ and ~~AT&T-NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 ~~Intentionally Omitted: AT&T-13STATE~~ As used herein, ~~AT&T-13STATE~~ means ~~AT&T-SOUTHWEST REGION 5 STATE, AT&T-MIDWEST REGION 5 STATE, AT&T-2STATE~~ and ~~AT&T-CONNECTICUT~~, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 ~~Intentionally Omitted: AT&T-CONNECTICUT~~ As used herein, ~~AT&T-CONNECTICUT~~ means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.6 ~~Intentionally Omitted: AT&T-MIDWEST REGION 5 STATE~~ As used herein, ~~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, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 ~~Intentionally Omitted: AT&T-SOUTHWEST REGION 5 STATE~~ As used herein, ~~AT&T-SOUTHWEST REGION 5 STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.8 ~~AT&T STATE/AT&T-1322STATE~~ has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.9 "LSC" means the Local Service Center (LSC) for ~~AT&T STATE/AT&T-1322STATE~~.
- 1.10 "LOC" means the Local Operations Center (LOC) for ~~AT&T STATE/AT&T-1322STATE~~.
- 1.11 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing ~~AT&T~~

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~~STATE AT&T-1322 STATE~~ OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

1.12 "UNE" is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which ~~AT&T STATE AT&T-1322 STATE~~ provides under this Interconnection Agreement (ICA service(s)). Should ~~AT&T STATE AT&T-1322 STATE~~ no longer be obligated to provide a UNE under the terms of this Agreement, ~~AT&T STATE AT&T-1322 STATE~~ shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and ~~AT&T STATE AT&T-1322 STATE~~ shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS Interfaces

3.2.1 For ~~AT&T STATE AT&T-1322 STATE~~, CLEC agrees to utilize ~~AT&T STATE AT&T-1322 STATE~~ electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with ~~AT&T STATE AT&T-1322 STATE~~'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies ~~AT&T STATE AT&T-1322 STATE~~ against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of ~~AT&T STATE AT&T-1322 STATE~~'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay ~~AT&T STATE AT&T-1322 STATE~~ for any and all damages caused by such unauthorized entry.

3.3 Within ~~AT&T STATE AT&T-1322 STATE~~ regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.3.1 In ~~AT&T STATE AT&T-1322 STATE~~ regions, CLEC 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.

3.3.2 ~~Intentionally Omitted~~. This section applies to ~~AT&T CALIFORNIA ONLY~~. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of ~~AT&T CALIFORNIA~~, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless ~~AT&T CALIFORNIA~~ against any claim made by a consumer End User or governmental entity

against **AT&T CALIFORNIA** or CLEC under Section 2894 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.3 Throughout **AT&T STATE AT&T-1322 STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **AT&T STATE AT&T-1322 STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **AT&T STATE AT&T-1322 STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AT&T STATE AT&T-1322 STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **AT&T STATE AT&T-1322 STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **AT&T STATE AT&T-1322 STATE** harmless against any claim made by an End User of CLEC or other third parties against **AT&T STATE AT&T-1322 STATE** caused by or related to CLEC's use of any **AT&T STATE AT&T-1322 STATE** OSS.
- 3.5 In the event **AT&T STATE AT&T-1322 STATE** has good cause to believe that CLEC has used **AT&T STATE AT&T-1322 STATE** OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to **AT&T STATE AT&T-1322 STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of **AT&T STATE AT&T-1322 STATE** OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **AT&T STATE AT&T-1322 STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **AT&T STATE AT&T-1322 STATE** shall have the right to conduct an audit of CLEC's use of the **AT&T STATE AT&T-1322 STATE** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **AT&T STATE AT&T-1322 STATE** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **AT&T STATE AT&T-1322 STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **AT&T STATE AT&T-1322 STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **AT&T STATE AT&T-1322 STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **AT&T STATE AT&T-1322 STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **AT&T STATE AT&T-1322 STATE**.

- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T STATE AT&T-1322 STATE and CLEC will use manual processes. Should AT&T STATE AT&T-1322 STATE develop electronic interfaces for these functions for itself, AT&T STATE AT&T-1322 STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for AT&T STATE the AT&T-1322 STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "AT&T STATE AT&T-1322 State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T STATE AT&T-1322 STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T STATE AT&T-1322 STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T STATE AT&T-1322 STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T STATE AT&T-1322 STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T STATE AT&T-1322 STATE 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 STATE AT&T-1322 STATE shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T STATE AT&T-1322 STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T STATE AT&T-1322 STATE for any of its regions.

4. PRE-ORDERING

- 4.1 AT&T STATE AT&T-1322 STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T STATE AT&T-1322 STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**
- 4.2.1 **Feature/Service Availability**
- 4.2.1.1 **Feature Inquiry** provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 **PIC/LPIC Inquiry** provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

- 4.2.2 **Customer Service Information - CSI Inquiry**
Access to ~~AT&T STATE AT&T-1322 STATE~~ retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 **Telephone Number Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry 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 STATE AT&T-1322 STATE~~ provides address validation function.
- 4.3 **The Following are Pre-Order Functions Specific to UNEs**
- 4.3.1 **Loop Pre-Qualification Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides a loop pre-qualification inquiry function.
- 4.3.2 **Loop Qualification Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides a loop qualification inquiry function.
- 4.3.3 **Common Language Location Indicator (CLLI) Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides CLLI code inquiry function.
- 4.3.4 **Connecting Facility Assignment (CFA) Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides a CFA inquiry function.
- 4.3.5 **Network Channel/Network Channel Interface (NC/NCI) Inquiry**
~~AT&T STATE AT&T-1322 STATE~~ provides a NC/NCI inquiry function.
- 4.4 **Electronic Access to Pre-Order Functions**
- 4.4.1 **Resale and UNE Pre-Order Interface Availability**
4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in ~~AT&T STATE AT&T-1322 STATE~~ to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.
4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by ~~AT&T STATE AT&T-1322 STATE~~. 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 CLEC's own negotiation system and that supports both Resale services and UNEs.
- 4.5 **Other Pre-Order Function Availability**
- 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, ~~AT&T STATE AT&T-1322 STATE~~ will provide CLECs 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 STATE AT&T-4322 STATE provides access to ordering functions (as measured from the time AT&T STATE AT&T-4322 STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T STATE AT&T-4322 STATE to provision in accordance with applicable AT&T STATE AT&T-4322 STATE ordering requirements. AT&T STATE AT&T-4322 STATE will provide CLEC access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T STATE AT&T-4322 STATE makes available to CLEC 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 STATE AT&T-4322 STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T STATE AT&T-4322 STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T STATE AT&T-4322 STATE Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T STATE AT&T-4322 STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T STATE AT&T-4322 STATE will utilize industry ASR guidelines developed by OBF based upon AT&T STATE AT&T-4322 STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T STATE AT&T-4322 STATE

AT&T STATE AT&T-4322 STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T STATE AT&T-4322 STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

5.3.2 For EDI ordering, AT&T STATE AT&T-4322 STATE will provide, and CLEC 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 both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
- 6.1.1 In AT&T STATE AT&T-1322 STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.
- 6.1.2 In AT&T STATE AT&T-1322 STATE, 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 (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T STATE AT&T-1322 STATE. 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. CLEC and AT&T STATE AT&T-1322 STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AT&T STATE AT&T-1322 STATE will bill CLEC for Resold services and UNEs. AT&T STATE AT&T-1322 STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T STATE AT&T-1322 STATE will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T STATE AT&T-1322 STATE. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In AT&T STATE AT&T-1322 STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5 STATE TEXAS, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5 STATE TEXAS's Local Exchange Tariff.
- 7.2.3 For Resale Services in AT&T SOUTHWEST REGION 5 STATE TEXAS, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5 STATE TEXAS Classic Toolbar.
- 7.2.4 In AT&T STATE AT&T-1322 STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 AT&T STATE AT&T-1322 STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1 In AT&T SOUTHWEST REGION 5 STATE TEXAS, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5 STATE TEXAS Classic Toolbar.

- 7.3.2 In AT&T STATEAT&T-1322STATE, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.3 In AT&T STATEAT&T-1322STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T STATEAT&T-1322STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE TEXAS region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE ILLINOIS and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs 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. CLEC may utilize a port to access AT&T STATEAT&T-1322STATE OSS interfaces to perform the supported functions in any AT&T STATEAT&T-1322STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T STATEAT&T-1322STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T STATEAT&T-1322STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE TEXAS LRAF, AT&T-2STATE PRAF, and AT&T MIDWEST REGION 5-STATE ILLINOIS ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T STATEAT&T-1322STATE OSS via the public internet.
- 8.3 For AT&T STATEAT&T-1322STATE, CLEC shall use TCP/IP to access AT&T STATEAT&T-1322STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T STATEAT&T-1322STATE OSS on CLEC's behalf. CLEC 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 For AT&T STATEAT&T-1322STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T STATEAT&T-1322STATE data facilities for access to OSS will be in compliance with AT&T STATEAT&T-1322STATE'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 CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or ~~AT&T STATE AT&T-4322 STATE~~, as appropriate to the ownership of a failed component. As necessary, CLEC and ~~AT&T STATE AT&T-4322 STATE~~ will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or ~~AT&T STATE AT&T-4322 STATE~~, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies**
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.6.3 User IDs will be revalidated on a monthly basis.
- 9.7 User Authentication**
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control**
- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization**
- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.
- 9.10 Software and Data Integrity**
- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 Monitoring and Audit**
- 9.11.1 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 STATE/AT&T-1322 STATE or CLEC) 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."*

9.11.2 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/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to 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.

11. OSS TRAINING COURSES

11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize ~~AT&T STATE AT&T-1322STATE~~ interfaces must complete user education classes for ~~AT&T STATE AT&T-1322STATE~~ provided interfaces that affect the ~~AT&T STATE AT&T-1322STATE~~ network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent ~~AT&T STATE AT&T-1322STATE~~ seeks to recover costs associated with OSS System Access and Connectivity, ~~AT&T STATE AT&T-1322STATE~~ shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 For ~~AT&T SOUTHWEST REGION 5 STATE~~ region ~~TEXAS~~ only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For ~~AT&T STATE AT&T-1221STATE~~, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For ~~AT&T STATE AT&T-1322STATE~~, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by ~~AT&T STATE AT&T-1322STATE~~ on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 ~~AT&T STATE AT&T-1322STATE~~ shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access ~~AT&T STATE AT&T-1322STATE~~ OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access ~~AT&T STATE AT&T-1322STATE~~ application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with ~~AT&T STATE AT&T-1322STATE~~ to allow Service Bureau Provider to establish access to and use of ~~AT&T STATE AT&T-1322STATE~~'s OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

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- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. ~~AT&T STATE AT&T-1322 STATE~~ shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, ~~AT&T STATE AT&T-1322 STATE~~ shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 ~~AT&T STATE AT&T-1322 STATE~~ shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond ~~AT&T STATE AT&T-1322 STATE~~'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to ~~AT&T STATE AT&T-1322 STATE~~'s OSS) which could not be avoided by ~~AT&T STATE AT&T-1322 STATE~~ through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX WHITE PAGES

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~BellSouth Telecommunications Inc. d/b/a AT&T ALABAMA, d/b/a AT&T FLORIDA, d/b/a AT&T GEORGIA, d/b/a AT&T KENTUCKY, d/b/a AT&T LOUISIANA, d/b/a AT&T MISSISSIPPI, d/b/a AT&T NORTH CAROLINA, d/b/a AT&T SOUTH CAROLINA and d/b/a AT&T TENNESSEE.~~ 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, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 ~~AT&T STATE~~ means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~AT&T-2STATE~~ As used herein, ~~AT&T-2STATE~~ means ~~AT&T CALIFORNIA~~ and ~~AT&T NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 ~~Intentionally Omitted. AT&T-4STATE~~ As used herein, ~~AT&T-4STATE~~ means ~~Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 ~~Intentionally Omitted. AT&T-7STATE~~ As used herein, ~~AT&T-7STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T CALIFORNIA and AT&T NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 ~~Intentionally Omitted. AT&T-8STATE~~ As used herein, ~~AT&T-8STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T CALIFORNIA, AT&T NEVADA and AT&T CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 ~~Intentionally Omitted. AT&T-10STATE~~ As used herein, ~~AT&T-10STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE and AT&T MIDWEST REGION 5 STATE~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 ~~Intentionally Omitted. AT&T-12STATE~~ As used herein, ~~AT&T-12STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T MIDWEST REGION 5 STATE and AT&T-2STATE~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 ~~Intentionally Omitted. AT&T-13STATE~~ As used herein, ~~AT&T-13STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T MIDWEST REGION 5 STATE, AT&T-2STATE and AT&T CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 ~~Intentionally Omitted. AT&T ARKANSAS~~ As used herein, ~~AT&T ARKANSAS~~ means ~~Southwestern Bell Telephone Company d/b/a AT&T Arkansas~~, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 ~~Intentionally Omitted. AT&T CALIFORNIA~~ As used herein, ~~AT&T CALIFORNIA~~ means ~~Pacific Bell Telephone Company d/b/a AT&T California~~, the applicable AT&T-owned ILEC doing business in California.

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- 1.12 ~~Intentionally Omitted: AT&T CONNECTICUT~~ As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 ~~Intentionally Omitted: AT&T KANSAS~~ As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 ~~Intentionally Omitted: AT&T INDIANA~~ As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 ~~Intentionally Omitted: AT&T MICHIGAN~~ As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 ~~Intentionally Omitted: AT&T MIDWEST REGION 5 STATE~~ As used herein, **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, the applicable AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 ~~Intentionally Omitted: AT&T MISSOURI~~ As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 ~~Intentionally Omitted: AT&T NEVADA~~ As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 ~~Intentionally Omitted: AT&T OHIO~~ As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 ~~Intentionally Omitted: AT&T OKLAHOMA~~ As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 ~~Intentionally Omitted: AT&T SOUTHWEST REGION 5 STATE~~ As used herein, **AT&T SOUTHWEST REGION 5 STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 ~~Intentionally Omitted: AT&T WISCONSIN~~ As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 ~~AT&T STATE AT&T-1322STATE~~ publishes alphabetical White Pages directories for its ILEC Territory. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate ~~AT&T STATE AT&T-1322STATE~~ White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 ~~AT&T STATE AT&T-1322STATE~~ will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to ~~AT&T STATE AT&T-1322STATE~~'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, ~~AT&T STATE AT&T-1322STATE~~ will include in appropriate White

Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-STATEAT&T-4322STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-STATEAT&T-4322STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-STATEAT&T-4322STATE White Pages directory and a listing in AT&T-STATEAT&T-4322STATE's directory assistance database.

- 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-STATEAT&T-4322STATE will assess CLEC a monthly charge for such listings at AT&T-STATEAT&T-4322STATE tariff rates. An additional monthly charge at AT&T-STATEAT&T-4322STATE's tariff rate applies when CLEC wishes to list an End User in AT&T-STATEAT&T-4322STATE's Directory Assistance database but does not wish to have its End User listed in AT&T-STATEAT&T-4322STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-STATEAT&T-4322STATE's White Pages directory for a monthly charge at AT&T-STATEAT&T-4322STATE's tariff rate for those non-published, non-listed services.
- 2.5 CLEC shall furnish to AT&T-STATEAT&T-4322STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-STATEAT&T-4322STATE may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-STATEAT&T-4322STATE via a mechanical or manual feed of the directory listing information to AT&T-STATEAT&T-4322STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-STATEAT&T-4322STATE's subscriber listing information. CLEC shall furnish to AT&T-STATEAT&T-4322STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-STATEAT&T-4322STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, AT&T TEXASAT&T-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T TEXASAT&T-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
- 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T ILLINOISAT&T MIDWEST REGION 5 STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T ILLINOISAT&T MIDWEST REGION 5 STATE any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
- 2.7.1 In AT&T TEXASAT&T-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T TEXASAT&T-8STATE's White Pages directory in the same

- manner and at the same time that they are delivered to ~~AT&T TEXAS AT&T-8STATE~~'s subscribers during the annual delivery of newly published directories.
- 2.7.1.1 ~~AT&T TEXAS AT&T-7STATE~~ has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
- 2.7.1.2 ~~Intentionally Omitted AT&T-CONNECTICUT~~ White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.2 ~~AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE~~ shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 ~~AT&T-STATE AT&T-1322STATE~~ shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with ~~AT&T-STATE AT&T-1322STATE~~'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 ~~AT&T TEXAS AT&T-8STATE~~ will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide ~~AT&T TEXAS AT&T-8STATE~~ the information to be published on the information page according to the instructions provided on AT&T CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to ~~AT&T TEXAS AT&T-8STATE~~ approval. In those directories in which ~~AT&T TEXAS AT&T-8STATE~~ includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 ~~AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE~~ shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for ~~AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE~~ and other LECs. ~~AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE~~'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to ~~AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE~~.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than ~~AT&T TEXAS AT&T-SOUTHWEST REGION 5-STATE~~ "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to ~~AT&T TEXAS AT&T-SOUTHWEST REGION 5-STATE~~ the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T-STATE AT&T-1322STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-STATE AT&T-1322STATE's subscriber listing information. In exchange for AT&T-STATE AT&T-1322STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-STATE AT&T-1322STATE to include and use the CLEC subscriber listing information provided to AT&T-STATE AT&T-1322STATE pursuant to this Appendix in AT&T-STATE AT&T-1322STATE's White Pages directory, AT&T-STATE AT&T-1223STATE's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(I) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-STATE AT&T-1322STATE's use of CLEC's subscriber listing information in AT&T-STATE AT&T-1322STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T-STATE AT&T-1322STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-STATE AT&T-1322STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-STATE AT&T-1322STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-STATE AT&T-1322STATE.

4. PRICING

- 4.1 AT&T TEXAS AT&T-7STATE will deliver one copy per primary End User listing of AT&T TEXAS AT&T-7STATE White Pages, as described in Section 2.7 above, at no charge. AT&T TEXAS AT&T-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 ~~Intentionally Omitted~~ The rates, if any, for AT&T CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE - The rates, if any, for AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with AT&T ILLINOIS AT&T-MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases AT&T-STATE AT&T-1322STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-STATE AT&T-1322STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-STATE AT&T-1322STATE (and/or AT&T-STATE AT&T-1322STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-STATE AT&T-1322STATE, and/or against AT&T-STATE AT&T-1322STATE alone.

However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, ~~AT&T-STATEAT&T-1322STATE~~ may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse ~~AT&T-STATEAT&T-1322STATE~~ for reasonable attorney's fees and other expenses incurred by ~~AT&T-STATEAT&T-1322STATE~~ in handling and defending such demand, claim and/or suit.

- 5.3 CLEC further agrees to pay all costs incurred by ~~AT&T-STATEAT&T-1322STATE~~ and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of ~~AT&T-STATEAT&T-1322STATE~~'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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9/8/08

- 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV
 - 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
 - 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **"Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **"Non-Intercompany Settlement" (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ and message which originate from ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ and bill to CLEC. NICS messages must originate and bill within the same ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ within the same ~~AT&T MIDWEST REGION 5 STATE~~ State/Illinois (i.e., messages for intrastate/intralATA traffic only). For example, an alternately billed call originating within ~~AT&T ILLINOIS~~ territory and billed to a CLEC within ~~AT&T ILLINOIS~~ would be covered by this section; a call originating within ~~AT&T MICHIGAN~~ but billing outside of ~~AT&T MICHIGAN~~ would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~ and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5 STATE~~. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its eEnd uUser.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5-STATE~~ for all qualifying messages billed by ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5-STATE~~.
- 5.2 ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5-STATE~~ agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5-STATE~~ or CLEC based on netting the amount due ~~AT&T ILLINOIS/AT&T MIDWEST REGION 5-STATE~~ and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either pParty to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.