

APPENDIX LIDB – AS

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS	3
3. GENERAL DESCRIPTION	4
4. SERVICE DESCRIPTION	4
5. MANNER OF PROVISIONING	9
6. BILLING.....	12
7. COMPENSATION OPTION	12
8. PRICE AND PAYMENT.....	13
9. CONFIDENTIALITY	13
10. LIABILITY	14
11. DISCLAIMER OF WARRANTIES	15
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	15

APPENDIX LIDB-AS**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Wisconsin does not own a LIDB. AT&T Wisconsin obtains data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using AT&T Wisconsin's unbundled local switch ports. Any use of the possessive in this Agreement as applied to AT&T Wisconsin will not indicate ownership but shall have the relationship described in this paragraph.
- 1.3 **AT&T Inc. (AT&T)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 As used herein, AT&T Wisconsin means the applicable above listed ILECs doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including AT&T Wisconsin that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **“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.

- 2.4 “**Query**” means a message that represents a request to a Database for information.
- 2.5 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an AT&T Wisconsin STP to the SCP where LIDB resides and back.
- 2.6 “**Validation Information**” means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 AT&T Wisconsin’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide AT&T Wisconsin with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. AT&T Wisconsin’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, AT&T Wisconsin enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces AT&T Wisconsin provides under this Appendix to access any Line Records CLEC might have in AT&T Wisconsin’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, AT&T Wisconsin retail accounts, CLEC’s accounts administered by AT&T Wisconsin based on Local Service Requests, and resold accounts.
- 4.3 Electronic Interfaces - Where available, AT&T Wisconsin has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.
- 4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to AT&T Wisconsin's LIDB administrative systems that is equivalent to AT&T Wisconsin's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. AT&T Wisconsin will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide AT&T Wisconsin with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to AT&T Wisconsin's Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 AT&T Wisconsin will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for AT&T Wisconsin to provide CLEC with Data Base Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a AT&T Wisconsin's LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that AT&T Wisconsin provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.
- 4.3.1.5 CLEC understands and agrees that its access to AT&T Wisconsin's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to AT&T Wisconsin for administration.

4.3.2 Interactive Interface

- 4.3.2.1 AT&T Wisconsin will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that AT&T Wisconsin provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 LIDB Editor Interface

- 4.4.1 LIDB Editor Interface provides CLEC with unbundled access to AT&T Wisconsin's LIDB Editor that is equivalent to AT&T Wisconsin's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. AT&T Wisconsin will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.
- 4.4.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized AT&T Wisconsin employees. CLEC will have access to such AT&T Wisconsin employees only for the same purposes that AT&T Wisconsin has access to LIDB Editor.

- 4.4.3 AT&T Wisconsin limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.4.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.4.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to AT&T Wisconsin at the time CLEC makes its update request. CLEC and AT&T Wisconsin will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.4.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.5 Audits

4.5.1 LIDB Audit

4.5.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.5.1.2 AT&T Wisconsin will run the LIDB audit on a daily basis.

4.5.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.5.2 Source Audit

- 4.5.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.
- 4.5.2.2 The source of Account Owners' Line Records that AT&T Wisconsin administers through a service order process will be the AT&T Wisconsin's billing system that maintains the LIDB data for such Account Owners.
- 4.5.2.3 AT&T Wisconsin will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). AT&T Wisconsin will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.
- 4.5.2.4 CLEC will use the file AT&T Wisconsin provides in Section 4.5.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.
- 4.5.2.5 AT&T Wisconsin will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) AT&T Wisconsin will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and AT&T Wisconsin will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6 LSR Process

- 4.6.1 The LSR Process allows AT&T Wisconsin to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using AT&T Wisconsin's UNE local switch ports.
- 4.6.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to AT&T Wisconsin's LIDB administrative system LVAS only through the electronic unbundled interfaces AT&T Wisconsin offers in Section 4.3 of this Appendix.

4.6.3 CLEC will not have direct access to any of its records that AT&T Wisconsin administers through the LSR Process.

4.6.4 CLEC will provide complete information in its LSR to AT&T Wisconsin so that AT&T Wisconsin can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, AT&T Wisconsin will populate such data element with AT&T Wisconsin-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing AT&T Wisconsin complete and accurate information in LIDB. In the event AT&T Wisconsin populates CLEC's Line Records with default information under this paragraph, AT&T Wisconsin will not be responsible for any claim or damage resulting from the use of such default information, except in the event of AT&T Wisconsin's gross negligence or willful misconduct.

4.7 Fraud Monitoring

4.7.1 AT&T Wisconsin's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. AT&T Wisconsin will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 AT&T Wisconsin will provide to CLEC, on request, AT&T Wisconsin-specific documentation regarding record formatting and associated hardware requirements of the interfaces AT&T Wisconsin provides for LIDB data administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 AT&T Wisconsin will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in AT&T Wisconsin's LIDB. CLEC shall provide all information needed by AT&T Wisconsin to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

- 5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by AT&T Wisconsin thereafter, the following forecast data:
- 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If AT&T Wisconsin, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, AT&T Wisconsin will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.
- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and AT&T Wisconsin encourages CLEC to submit such forecasts as soon as practical. AT&T Wisconsin may request revised forecasts, but no more frequently than every six (6) months and then only if AT&T Wisconsin has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by AT&T Wisconsin to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that AT&T Wisconsin creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in AT&T Wisconsin's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an AT&T Wisconsin's LIDB, CLEC will administer those records through the unbundled electronic interfaces AT&T Wisconsin offers in 4.3.1 through 4.3.2 of this Appendix, so that companies that query the AT&T Wisconsin's LIDB will receive correct and current information

regarding the reseller's identity and the services the reseller provides to its subscribers.

- 5.11 CLEC will administer its data in AT&T Wisconsin's LIDB in such a manner that AT&T Wisconsin's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of AT&T Wisconsin's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an AT&T Wisconsin's UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 CLEC will also delete Line Records from AT&T Wisconsin's LIDB when CLEC migrates Line Record from an AT&T Wisconsin's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with AT&T Wisconsin to delete such records on CLEC's behalf.
- 5.16 THIS SECTION INTENTIONALLY LEFT BLANK.
- 5.17 AT&T Wisconsin will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an AT&T Wisconsin LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with AT&T Wisconsin's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in AT&T Wisconsin practices. The Parties acknowledge that AT&T Wisconsin may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an AT&T Wisconsin's LIDB is the responsibility of AT&T Wisconsin. CLEC acknowledges and agrees that AT&T Wisconsin, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC

over unbundled electronic interfaces. AT&T Wisconsin will limit such access to those actions necessary to ensure the successful operation and administration of AT&T Wisconsin's SCP and LIDB.

- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 AT&T Wisconsin will, at its sole discretion, allow or negotiate any access to an AT&T Wisconsin's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an AT&T Wisconsin's LIDB. CLEC acknowledges that when AT&T Wisconsin allows an entity to access AT&T Wisconsin's LIDB, such query originators will also have access to CLEC's data that is also stored in such AT&T Wisconsin's LIDB.

6. BILLING

- 6.1 If AT&T Wisconsin provides CLEC with compensation for data access as set forth in Section 7, AT&T Wisconsin will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in AT&T Wisconsin's LIDB.
- 6.2 When AT&T Wisconsin or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of AT&T Wisconsin or a third party.
- 6.2.2 CLEC will provide to AT&T Wisconsin or the third party all necessary billing information needed by AT&T Wisconsin or the third party to bill the End User directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including AT&T Wisconsin, may choose to deny services to CLEC's subscribers.

7. COMPENSATION OPTION

- 7.1 CLEC may elect to receive compensation from AT&T Wisconsin for access to CLEC's data in AT&T Wisconsin's LIDB only as set forth in this Section, Section 7, of this Appendix. AT&T Wisconsin offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2. as applicable. AT&T Wisconsin will not provide compensation to CLEC for access of CLEC's data in AT&T Wisconsin's LIDB other than via this Compensation Option.

7.1.1 AT&T Wisconsin

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|---------|------------------|----------------------|
| 7.1.1.1 | Validation Query | \$.017228 per Query |
| 7.1.1.2 | CNAM Query | \$.012 per Query |
| 7.1.1.3 | Query Transport | \$.00012 per Query |

- 7.2 Based upon the prices set forth in Sections 7.1.1 above, AT&T Wisconsin will credit CLEC for each query against CLEC's non-resold Line Records in AT&T Wisconsin's LIDB as set forth in this Section.

7.2.1 AT&T Wisconsin

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|---------|--|--------------------|
| 7.1.1.4 | Validation | \$.0025 per Query |
| 7.1.1.5 | CNAM | \$.005 per Query |
| 7.1.1.6 | During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, <u>AT&T Wisconsin</u> will credit customer \$.006 per Query. | |
| 7.1.1.7 | During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, <u>AT&T Wisconsin</u> will credit customer \$.007 per Query. | |

8. **PRICE AND PAYMENT**

- 8.1 AT&T Wisconsin will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. **CONFIDENTIALITY**

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

- 10.1 In addition to any other limitations of liability set forth in this Agreement, AT&T Wisconsin will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of AT&T Wisconsin. Any such losses or damages for which AT&T Wisconsin is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time AT&T Wisconsin receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, AT&T Wisconsin will not be liable for any losses or damages arising out of AT&T Wisconsin's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless AT&T Wisconsin from any and all claims, demands, or suits brought by a third party against AT&T Wisconsin, directly or indirectly, arising out of AT&T Wisconsin's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which AT&T Wisconsin is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T Wisconsin from any and all claims, demands, or suits brought by a third party against AT&T Wisconsin, directly or indirectly arising out of AT&T Wisconsin's administration of AT&T Wisconsin's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which AT&T Wisconsin is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T Wisconsin from any and all claims, demands, or suits brought by a third party against AT&T Wisconsin, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless AT&T Wisconsin from any and all claims, demands, or suits brought by a third party against AT&T Wisconsin, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. **DISCLAIMER OF WARRANTIES**

11.1 AT&T Wisconsin MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, AT&T Wisconsin ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.