

# **APPENDIX SERVICE BUREAU PROVIDER ARRANGEMENTS**

## 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Service Bureau Provider arrangements.

## 2. DEFINITIONS

- 2.1 SBC-13STATE - As used herein, SBC-13STATE means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.2 For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-13STATE's OSS application-to-application interfaces.

## 3. Service Bureau Provider Arrangements for Shared Access to OSS

- 3.1 SBC-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 3.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:
- 3.2.1 CLEC shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, in the form attached hereto as Attachment A and the Service Bureau Provider has executed an Agreement with SBC-LEC to Allow Service Bureau Provider to establish access to and use of SBC-LEC's OSS.
- 3.2.2 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.

- 3.2.3 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. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** 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.
- 3.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** 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 **SBC-13STATE'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 SBC-LEC's OSS) which could not be avoided by **SBC-13STATE** 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.