

Attachment 1

CNAM Database Service

2.3 CNAM Database Service

2.3.1 General

2.3.1.1 SBC-AMERITECH will provide AT&T with access to SBC-AMERITECH's Calling Name Database for CNAM Query. CNAM Query allows AT&T to retrieve the name associated with a calling number for use in AT&T's Calling Name Delivery Service (CNDS). All AT&T queries to SBC-AMERITECH's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. AT&T acknowledges that such subsystem number and translation type values are necessary for SBC-AMERITECH to properly process queries to its CNAM Database. This language replaces Section 2.3, Schedule 9.2.5 of the existing Interconnection Agreement.

2.3.1.2 SBC-AMERITECH shall charge AT&T for the CNAM Query as set forth in the **Pricing Schedule** to this amendment.

2.3.1.3 SBC-AMERITECH provides CNAM Service Query as set forth in this Amendment only as such service is used for AT&T's local service provider activities on behalf of its Wisconsin local service customers where SBC-AMERITECH is the incumbent local exchange carrier. The pricing associated with providing this service, as set forth in this Amendment and in the Pricing Schedule, is applicable only to queries from AT&T's switches that are located within the SBC-AMERITECH serving area.

2.3.2 Definitions

2.3.2.1 "Account Owner" means a telecommunications company, including but not limited to SBC-AMERITECH and AT&T, which stores and/or administers Line Record Information and/or Group Record Information in a Party's Calling Name Database.

2.3.2.2 "Calling Name Database" means a database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

2.3.2.3 "Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

- 2.3.2.4 “Calling Name Delivery Service” or “CNDS” means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the customer’s premises between the first and second ring for display on compatible customer premises equipment.
- 2.3.2.5 “Calling Name Information” means a telecommunications company’s records of its subscribers’ names associated with one or more of its subscribers’ assigned ten-digit telephone numbers.
- 2.3.2.6 “CNAM Query” means a SBC-AMERITECH Service that allows AT&T to query a Calling Name Database for Calling Name Information in order to deliver that information to AT&T’s local CNDS subscribers.
- 2.3.2.7 “CNAM Query Rate” means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

2.3.3 Price and Payment

- 2.3.3.1 AT&T will make payment to SBC-AMERITECH for CNAM Database Service based upon the rates set forth in the **Pricing Schedule**.
- 2.3.3.2 AT&T will pay SBC-AMERITECH a per-Query rate for each Query initiated into SBC-AMERITECH’s CNAM Database. This rate is set forth in the **Pricing Schedule**.
- 2.3.3.3 AT&T will pay a Service Establishment Nonrecurring Charge for each point code AT&T requests to activate, change, rearrange, or modify for its CNAM Query, except as provided for in Section 2.3.3.5. These rates are set forth in the **Pricing Schedule**. This nonrecurring charge applies per point code.
- 2.3.3.4 AT&T will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify CNAM Query, except as provided for in Section 2.3.3.5. The Service Order Nonrecurring Charge is set forth in the **Pricing Schedule**.
- 2.3.3.5 SBC-AMERITECH will waive non-recurring charges for the initial order establishing CNAM Query subject to the early termination provisions in Section 2.3.4 of this Amendment. Additional non-recurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation.

The applicable non-recurring charges shall be those set forth in the Pricing Schedule.

2.3.3.6 SBC-AMERITECH will record usage information for AT&T's CNAM Database Service Queries terminating to SBC-AMERITECH's CNAM Database.

2.3.3.7 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that such Party disputes will be addressed as set forth in **Article 28.2** of the Agreement; provided, however, that with respect to Section 28.2.1, the language shall not apply to this Amendment and instead, the following provisions will be substituted solely with respect to billing disputes arising from CNAM related charges:

If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within (90) calendar days of the date of said monthly bill or the dispute shall be waived. AT&T agrees that any amount of any monthly bill that AT&T disputes will be paid by AT&T by the Bill Due Date, according to the terms of this Agreement. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Section 27.6 of the Agreement, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

2.3.3.8 The billing Party may bill the billed Party for charges incurred by the billed Party up to (but no more than) ninety (90) days prior to the back-bill date. For purposes of this paragraph, the Parties shall deem charges to be incurred as of the first day of the billing cycle in which the billed Party used the service. A billing Party may bill the billed Party for charges outside of the time period defined in this paragraph for charges incurred by the billed Party when a) the failure to bill or underbilling is caused by the acts, failure, or refusal to act, errors or omissions of the billed Party; b) where a billing Party is required by regulatory agencies, arbitrators, courts or legislatures to implement new pricing structures or change its billing system, in which case the billing Party may submit to the billed Party charges required by the regulatory action, the date of final non-appealable arbitration order, or as of the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), in a backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirements Date; provided, however, that if such Governmental Requirements Date more than 270 days prior to the back-bill

date, then the back-bill shall include only such charges as were incurred no more than 270 days prior to the back-bill date; or c) failure to bill or underbilling where data exchange with third party carriers is required, in which case the billing Party may submit a backbill to the billed Party for charges incurred by the billed Party up to ninety (90) days prior to the backbill date.

2.3.3.9 Although SBC-AMERITECH will exert reasonable effort to generate mechanized bills to AT&T, nothing in this Amendment requires mechanized billing.

2.3.3.10 AT&T will notify SBC-AMERITECH when AT&T discontinues use of an Originating Point Code ("OPC") used to Query the CNAM Database.

2.3.3.11 SBC-AMERITECH will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth above.

2.3.3.12 Both Parties understand and agree that when AT&T uses a single OPC to originate Queries to SBC-AMERITECH's CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support AT&T operations within SBC-AMERITECH's incumbent serving areas and when such Queries support other uses of AT&T's service platforms.

2.3.3.13 If AT&T operates in more than one (1) State in SBC-AMERITECH's incumbent region, SBC-AMERITECH will apply company-level rates to the CNAM Database Service provided to AT&T under this Amendment.

2.3.4 Early Termination

2.3.4.1 Should AT&T terminate this Amendment within the first six (6) months of its effective date, AT&T agrees to pay SBC-AMERITECH an early termination sum equal to two (2) times the average monthly volume of AT&T's CNAM Queries times the usage rates specified in the Pricing Schedule or, if AT&T terminates this Amendment within less than two months, AT&T agrees to pay SBC-AMERITECH for twice the volume of Queries that occurred during the first month service was provided.

2.3.5 Ownership of Information

2.3.5.1 Account Owners depositing information in SBC-AMERITECH's CNAM Database retain full and complete ownership and control over such

information. AT&T obtains no ownership interest by virtue of this Amendment.

- 2.3.5.2 Unless expressly authorized in writing between the Parties, AT&T will use CNAM Query only for the purpose of delivery of Calling Name Information by AT&T to AT&T's CNDS subscribers. AT&T may use CNAM Query for such authorized purpose only on a call-by-call basis. AT&T may not store for future use any non-AT&T data that AT&T accesses from SBC-AMERITECH's Calling Name Database. SBC-AMERITECH agrees that AT&T may use reports on Calling Name Database usage and Calling Name Database usage statistics and information similar to Calling Name Database usage statistics to bill its carrier customers and to estimate AT&T's facilities usage needs, and for engineering, capacity, and network planning. AT&T agrees that SBC-AMERITECH may use statistics for the same purposes. AT&T may aggregate individual Calling Name Database statistics regarding the number of AT&T's CNAM Queries and similar type of information during a specified time period, such as a month or a year. AT&T will only publish such statistics in aggregate form and will ensure that all non-AT&T names are redacted and cannot reasonably be identified from the published materials.
- 2.3.5.3 AT&T will not copy, store, maintain, or create any table or database of any kind based upon information AT&T receives in a Response from SBC-AMERITECH's Calling Name Database.
- 2.3.5.4 If AT&T acts on behalf of other carriers, AT&T will prohibit its local Query-originating local carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-AMERITECH's Calling Name Database.
- 2.3.5.5 In any agreement or tariff in which AT&T provides CNDS, AT&T will prohibit its subscribers from maintaining or creating any table or database from any Response from SBC-AMERITECH's Database and providing such table or database to third parties.
- 2.3.5.6 In addition to any other remedies available at law or in equity, if AT&T or AT&T's Query-originating local carrier customer(s) use CNAM Query and/or Response Information for any purpose not specifically authorized under this Amendment and continues such unauthorized use for a period of ten (10) days following written notice from SBC-AMERITECH demanding the cessation of such unauthorized use, SBC-AMERITECH may terminate this Amendment after the ten day notice period and stop providing access to SBC-AMERITECH's CNAM Database without liability to AT&T or AT&T's Query-originating local carrier customer(s) or end users. In the

event of such termination, AT&T will remain obligated to pay SBC-AMERITECH any unpaid incurred amounts under this Amendment.

2.3.6 Liability Provisions Applicable to CNAM Database

- 2.3.6.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Amendment regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for CNAM Database Service.
- 2.3.6.2 The remedies as set forth above shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 2.3.6.3 In no event shall SBC-AMERITECH have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Database Service purchasers.
- 2.3.6.4 SBC-AMERITECH is furnishing access to its CNAM Database to facilitate AT&T's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-AMERITECH agrees to make every reasonable attempt to provide accurate CNAM Database information, the Parties acknowledge that CNAM Database information is the product of routine business service order activity and/or fraud investigations. AT&T acknowledges that SBC-AMERITECH can furnish CNAM Database information only as accurate and current as the information has been provided to SBC-AMERITECH for inclusion in its CNAM Database. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth, is not liable for inaccuracies in CNAM Database information provided to AT&T or to AT&T's Query originating local carrier customers except for such inaccuracies caused by SBC-AMERITECH's willful misconduct or gross negligence.
- 2.3.6.5 CALLING NAME INFORMATION PROVIDED TO AT&T BY SBC-AMERITECH HEREUNDER SHALL BE PROVIDED "AS IS". SBC-AMERITECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. SBC-AMERITECH, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY

FROM ACTS OR OMISSIONS IN CONNECTION WITH AT&T'S OR AT&T'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 2.3.6.6 AT&T acknowledges that SBC-AMERITECH's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. AT&T also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-AMERITECH, in addition to any other limitations of liability set forth in the Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-AMERITECH's Calling Name Database and provided to AT&T or AT&T's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-AMERITECH's willful misconduct or gross negligence.
- 2.3.6.7 AT&T acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 2.3.6.8 AT&T acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. AT&T agrees not to attempt to obtain the caller's name information by originating a Query to SBC-AMERITECH's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. AT&T also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth in the Agreement is not liable for any failure by AT&T or AT&T's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and AT&T agrees, in addition to any other indemnity obligations set forth in the Agreement, to hold SBC-

AMERITECH harmless from and defend and indemnify SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from AT&T's or AT&T's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-AMERITECH's willful misconduct or gross negligence.

2.3.7 Communication and Notices

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