

APPENDIX OSS-RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. GENERAL CONDITIONS	4
4. PRE-ORDERING	7
5. ORDERING/PROVISIONING	10
6. MAINTENANCE/REPAIR	11
7. BILLING	11
8. REMOTE ACCESS FACILITY	13
9. DATA CONNECTION SECURITY REQUIREMENTS.....	13
10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES.....	18
11. MISCELLANEOUS CHARGES.....	19
12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS	20
13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	21

**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 AT&T - AT&T 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 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.
- 1.3 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means the applicable above listed ILEC(s) doing business in Wisconsin.
- 1.4 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.5 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.6 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.7 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.8 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.9 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.10 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.11 THIS SECTION INTENTIONALLY LEFT BLANK.
- 1.12 AT&T WISCONSIN has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means Information Industry Service Center (IISC) for AT&T WISCONSIN.
- 2.2 “LOC” means the Customer Response Unit (CRU) for AT&T WISCONSIN.
- 2.3 “Service Bureau Provider” - 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 AT&T WISCONSIN's OSS application-to-application interfaces.

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 WISCONSIN shall not be required to accept and process orders manually) 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 WISCONSIN, CLEC agrees to utilize AT&T WISCONSIN electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through AT&T WISCONSIN. In addition, CLEC agrees that such use will comply with AT&T WISCONSIN'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 WISCONSIN against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T WISCONSIN'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 WISCONSIN for any and all damages caused by such unauthorized entry.
- 3.3 Within AT&T WISCONSIN regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has

obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

- 3.3.1 In AT&T WISCONSIN 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 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 3.3.3 Throughout AT&T WISCONSIN region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T WISCONSIN 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 as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T WISCONSIN's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T WISCONSIN 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 WISCONSIN to CLEC. In addition, CLEC agrees to indemnify and hold AT&T WISCONSIN harmless against any claim made by an End User of CLEC or other third parties against AT&T WISCONSIN caused by or related to CLEC's use of any AT&T WISCONSIN OSS.
- 3.5 In the event AT&T has good cause to believe that CLEC has used AT&T WISCONSIN OSS in a way that conflicts with this Agreement or Applicable Law, AT&T 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 AT&T's Notice of Misuse, which shall be provided to AT&T within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T's 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 CLEC's use of AT&T WISCONSIN 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 to obtain CPNI in violation of this Agreement, Applicable Law, 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 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, 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 shall have the right to conduct an audit of CLEC's use of the AT&T WISCONSIN OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T WISCONSIN OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T WISCONSIN shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T WISCONSIN 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 WISCONSIN'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 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, or any AT&T affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T WISCONSIN and CLEC will use manual processes. Should AT&T WISCONSIN develop electronic interfaces for these functions for itself, AT&T WISCONSIN will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T WISCONSIN 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 AT&T WISCONSIN and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of 13-STATE Change Management Plan, developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

- 3.12 AT&T WISCONSIN will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) 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 WISCONSIN 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 WISCONSIN 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 WISCONSIN 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."
- 3.13 Due to enhancements and on-going development of access to AT&T WISCONSIN's 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 WISCONSIN shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 CLEC is responsible for obtaining operating system software and hardware to access AT&T WISCONSIN OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "CLEC Hardware/Software Requirements for Access of AT&T Uniform OSS Applications", or any other documents or interface requirements subsequently generated by AT&T for any of its regions.

4. **PRE-ORDERING**

- 4.1 AT&T WISCONSIN will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. 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 WISCONSIN region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 THIS SECTION INTENTIONALLY LEFT BLANK

- 4.2.2 Access to AT&T WISCONSIN 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, long distance carrier identity, and for AT&T WISCONSIN, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.3 of this Appendix.
 - 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
 - 4.2.4 Service availability dates to the End User (where available);
 - 4.2.5 Information regarding whether dispatch is required;
 - 4.2.6 For AT&T WISCONSIN, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
 - 4.2.7 Service address verification.
- 4.3 **Pre-ordering functions for UNEs include:**
- 4.3.1 Features available at an End Office for a valid service address (as applicable);
 - 4.3.2 Access to AT&T WISCONSIN 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, long distance carrier identity, and, for AT&T WISCONSIN only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.3 of this Appendix.
 - 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
 - 4.3.4 For AT&T WISCONSIN, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
 - 4.3.5 Service address verification; and
 - 4.3.6 For AT&T WISCONSIN, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.1.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.2.1 **THIS SECTION INTENTIONALLY LEFT BLANK.**

4.4.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.2.3 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.2.4 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.3 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

4.4.5 **AT&T WISCONSIN Resale and UNE Services Pre-Order System Availability: AT&T WISCONSIN will provide CLEC access to the following system:**

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2.

4.4.6 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

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 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For **AT&T WISCONSIN**, the following information is available via Connect: Direct, CD-ROM and TCNet:

Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 AT&T WISCONSIN provides access to ordering functions (as measured from the time AT&T WISCONSIN receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE 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 WISCONSIN to provision in accordance with applicable AT&T WISCONSIN ordering requirements. AT&T WISCONSIN will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 AT&T WISCONSIN makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AT&T WISCONSIN ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and AT&T WISCONSIN will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T WISCONSIN's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and AT&T WISCONSIN will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T WISCONSIN's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

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

5.4 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.5 **THIS SECTION INTENTIONALLY LEFT BLANK**

5.6 **Provisioning for Resale Services and UNEs in AT&T WISCONSIN: AT&T WISCONSIN** will provision Resale services and UNE as detailed in CLEC order

requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, AT&T WISCONSIN provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. AT&T WISCONSIN will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time 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 THIS SECTION INTENTIONALLY LEFT BLANK.

6.1.2 In AT&T WISCONSIN, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 THIS SECTION INTENTIONALLY LEFT BLANK.

6.1.4 In AT&T WISCONSIN, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) 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 WISCONSIN. 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 WISCONSIN will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 AT&T WISCONSIN will bill CLEC for Resold services and UNEs. AT&T WISCONSIN will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T WISCONSIN will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and AT&T WISCONSIN.

7.1.1 THIS SECTION INTENTIONALLY LEFT BLANK.

- 7.1.2 For Resale Services in AT&T WISCONSIN, CLEC may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 7.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 7.2.3 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 7.2.4 In AT&T WISCONSIN, 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 CLEC may receive Local Disconnect Report records (via CARE records) that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In AT&T WISCONSIN this information is provided via the EDI 836 transaction set.
- 7.2.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 7.2.7 In AT&T WISCONSIN, CLEC may receive a mechanized bill via the AT&T WISCONSIN Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 AT&T WISCONSIN makes available to CLECs a local bill via the AT&T WISCONSIN Electronic Billing System (AEBS) transaction set.
- 7.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 7.3.3 In AT&T WISCONSIN, CLEC will 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.
- 7.3.4 AT&T WISCONSIN, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's End Users, utilizing AT&T WISCONSIN, ports, change their Competitive Local Exchange Carrier. In AT&T WISCONSIN, this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. The ARAF, located in Chicago, IL, serves AT&T WISCONSIN. 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 WISCONSIN OSS interfaces to perform the supported functions in any AT&T WISCONSIN where CLEC has executed an Appendix OSS.
- 8.2 For AT&T WISCONSIN, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the ARAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the AT&T WISCONSIN ARAF. CLEC shall pay the cost of the call if Switched Access is used.
- 8.3 For AT&T WISCONSIN, CLEC shall use TCP/IP to access AT&T WISCONSIN OSS via the ARAF. 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 WISCONSIN 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 WISCONSIN, CLEC shall attend and participate in implementation meetings to discuss CLEC ARAF 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 WISCONSIN data facilities for access to OSS will be in compliance with AT&T WISCONSIN’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 ARAF.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or AT&T WISCONSIN network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T WISCONSIN's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified 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 WISCONSIN, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T WISCONSIN 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. Sections 9.5 - 9.11 summarize 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 WISCONSIN, 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 Appendix. 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 in real time.
- 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 access 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 WISCONSIN 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.

10.2 Prior to live system usage, CLEC must complete user education classes for AT&T WISCONSIN-provided interfaces that affect the AT&T WISCONSIN network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and 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. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by AT&T WISCONSIN and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.4 Class dates will be based upon AT&T WISCONSIN availability and will be coordinated among CLEC, CLEC's AT&T WISCONSIN Account Manager, and AT&T Industry Markets CLEC Training Product Management.
- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to AT&T WISCONSIN completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T WISCONSIN system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T WISCONSIN's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

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

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 AT&T WISCONSIN shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

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

12.2.1 CLEC shall be permitted to access AT&T WISCONSIN 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 WISCONSIN to Allow Service Bureau Provider to establish access to and use of AT&T WISCONSIN's OSS.

12.2.2 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.

12.2.3 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. AM-WI shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T WISCONSIN 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.

12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, AT&T WISCONSIN 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 WISCONSIN'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 WISCONSIN's OSS) which could not be avoided by AT&T WISCONSIN 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.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 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.