

**ARTICLE 22**  
**OPERATOR SERVICES AND DIRECTORY SERVICES**

**22.1 Operator Services & Directory Services.** TCG may obtain Operator Services and Directory Assistance (OS/DA) from SBC ILLINOIS pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should TCG choose to use SBC ILLINOIS OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. For any OS/DA rate not set forth in the Pricing Schedule, until rates are agreed to, and the contract is updated to reflect those rates, TCG shall not buy OS/DA services from Article 22.

Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter TCG's right to purchase OS and/or DA at TELRIC rates pursuant to any SBC ILLINOIS tariff. The parties recognize that SBC ILLINOIS makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.

In the event SBC ILLINOIS lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but SBC ILLINOIS remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Article 1, Section 1.3 of this Agreement and negotiate an appropriate amendment within 60 days. If TCG is purchasing OS and DA as UNEs from an SBC ILLINOIS tariff at the time SBC lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, SBC ILLINOIS shall continue to provide OS and DA to TCG as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.

**22.2 Operator Services.** Operator Services consist of the following services.

22.2.1 Manual Call Assistance - manual call processing with operator involvement for the following:

- (a) Calling card - the Customer dials 0+ or 0 - and provides operator with calling card number for billing purposes.
- (b) Collect - the Customer dials 0+ or 0 - and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- (c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

- (d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:
  - (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
  - (2) handling emergency calls;
  - (3) handling person-to-person calls.
- (e) Operator Transfer Service (“OTS”) - calls in which the Customer dials “0”, is connected to an SBC ILLINOIS operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.
- (f) BLV - Service in which operator verifies a busy condition on a line.
- (g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

22.2.2 Automated Call Assistance - mechanized call processing without operator involvement offered as Automated Alternate Billing Service (“AABS”). The Customer dials) and a telephone number and responds to prompts to process the call and complete the billing information.

22.2.3 Line Information Database (“LIDB”) Validation - mechanized queries to a LIDB for billing validation.

22.2.4 Intentionally left blank.

#### 22.2.5 CALL BRANDING

22.2.5.1 The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each OS call.

22.2.5.2 Where technically feasible and/or available, SBC ILLINOIS will brand OS in TCG’s name based upon the criteria outlined below:

22.2.5.2.1 Where SBC ILLINOIS provides TCG Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC ILLINOIS is only providing OS on behalf of TCG, the calls will be branded.

22.2.5.2.2 TCG name used in branding calls may be subject to Commission regulations and should match the name in which TCG is doing business.

22.2.5.2.3 SBC ILLINOIS – TCG will provide written specifications of its company name to be used by SBC ILLINOIS to create TCG’s specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.5.2.4 TCG purchasing SBC ILLINOIS unbundled local switching is responsible for maintaining TCG’s End User customer records in SBC ILLINOIS Line Information Database (LIDB).

22.2.5.3 Branding Load Charges

22.2.5.3.1 SBC ILLINOIS – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TCG specific branding. In addition, a per call charge applies for every OS call handled by SBC ILLINOIS on behalf of TCG when such services are provided in conjunction with the purchase of SBC ILLINOIS unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

22.2.6 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

22.2.6.1 An SBC ILLINOIS database referenced by an SBC ILLINOIS Operator for TCG OS specific Reference/Rater information based upon the criteria.

22.2.6.2 Where technically feasible and/or available, SBC ILLINOIS will provide TCG OS Rate/Reference Information based upon the criteria outlined below:

22.2.6.2.1 TCG will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.6.2.2 TCG will inform SBC ILLINOIS, via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information

22.2.6.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TCG’s OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TCG’s OS Reference or Rater information.

22.2.6.2.4 When an SBC ILLINOIS Operator receives a rate request from a TCG End User, SBC ILLINOIS will quote the applicable OS rates as provided by TCG or as otherwise defined below.

**22.3 Directory Assistance.** Directory Assistance (“DA”) service shall consist of the following services.

22.3.1 Directory Assistance - those calls in which the Customer dial digits designated by TCG to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

22.3.2 Branding:

22.3.2.1 The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

22.3.2.2 Where technically feasible and/or available, SBC ILLINOIS will brand DA in TCG’s name based upon the criteria outlined below:

22.3.2.2.1 Where SBC ILLINOIS provides TCG Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC ILLINOIS is only providing DA service on behalf of TCG, the calls will be branded.

22.3.2.2.2 TCG’s name used in branding calls may be subject to Commission regulations and should match the name in which TCG is doing business.

22.3.2.2.3 TCG will provide written specifications of its company name to be used by SBC ILLINOIS to create TCG’s specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.2.2.4 TCG purchasing SBC ILLINOIS unbundled local switching is responsible for maintaining TCG’s End User customer records via appropriate input methods in SBC ILLINOIS Line Information Database (LIDB) as described in Appendix LIDB. TCG’s failure to properly administer customer records in LIDB may result in branding errors.

22.3.2.3 Branding Load Charges:

22.3.2.3.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TCG specific branding. In addition, a per call charge applies for every DA call handled by SBC ILLINOIS on behalf of TCG when such services are provided in conjunction with the purchase of SBC ILLINOIS unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both.

### 22.3.3 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

22.3.3.1 An SBC ILLINOIS database referenced by an SBC ILLINOIS Operator for TCG DA specific information as provided by TCG such as it's business office, repair and DA rates.

22.3.3.2 Where technically feasible and/or available, SBC ILLINOIS will provide TCG DA Reference/Rater information based upon the criteria outlined below:

22.3.3.2.1 TCG will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.3.2.2 TCG will inform SBC ILLINOIS via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

22.3.3.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TCG's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TCG's DA Services Reference or Rater -information.

22.3.3.2.4 Where technically feasible and/or available, when an SBC ILLINOIS Operator receives a rate request from a TCG End User, SBC ILLINOIS will quote the applicable DA rates as provided by TCG.

22.3.3.3 National Directory Assistance - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TCG End Users.

22.3.3.4 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit ("ARU") the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone.

### 22.4 REVERSE DIRECTORY ASSISTANCE (RDA)

22.4.1 SBC ILLINOIS – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

**22.5 Rate Application.** SBC ILLINOIS shall bill TCG the applicable rates on a monthly basis, in accordance with the Pricing Schedule.

### 22.6 LIABILITY

- 22.6.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 22.6.2 TCG also agrees to release, defend, indemnify, and hold harmless SBC ILLINOIS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC ILLINOIS employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.

## **22.7 TERMS OF SCHEDULE**

- 22.7.1 If TCG elects to have SBC ILLINOIS provide either OS service or DA service, TCG agrees that due to quality of service and work force scheduling, SBC ILLINOIS will be the sole provider of OS or DA for TCG's local serving area(s), during the agreed to contract terms specified in Section 22.7 of this Article. TCG may choose SBC ILLINOIS to provide OS/DA service by individual SBC ILLINOIS Operator Services switch, or for all Operator Services switches in Illinois.
- 22.7.2 If TCG chooses to use SBC ILLINOIS OS/DA services, TCG must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if TCG has already fulfilled its requirement to subscribe to SBC's OS/DA services for a twelve month period, or anytime after TCG has met the twelve (12) month period, TCG may terminate use of SBC ILLINOIS OS/DA services upon one hundred-twenty (120) days advance written notice to SBC ILLINOIS.
- 22.7.3 This Article will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. Either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party, once TCG has subscribed to the service for a minimum of 12 months.
- 22.7.4 If TCG terminates this Schedule prior to the expiration of the term of this Article, TCG shall pay SBC ILLINOIS, within thirty (30) days of the issuance of any bills by SBC ILLINOIS, all amounts due for actual services provided under this Article, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC ILLINOIS pursuant to this Schedule prior to its termination. However, if TCG has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.