

DIRECTORY ASSISTANCE SERVICES

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. SERVICES 3

4. CALL BRANDING 4

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION 4

6. RESPONSIBILITIES OF THE PARTIES 5

7. METHODS AND PRACTICES 5

8. PRICING 5

9. LIABILITY 5

10. TERM OF APPENDIX 6

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by SBC ILLINOIS.
- 1.2 SBC ILLINOIS shall provide to CLEC customers the capability to dial the same telephone numbers for access to SBC ILLINOIS' directory assistance as SBC ILLINOIS customers use to access SBC ILLINOIS directory assistance. Access numbers to SBC ILLINOIS' Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2. DEFINITIONS

- 2.1 The following terms are defined as set forth below:
 - 2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
 - 2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC ILLINOIS DA Operator.
 - 2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
 - 2.1.4 Intentionally Omitted

3. SERVICES

- 3.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 3.2 Intentionally Omitted.
 - 3.2.1 Directory Assistance (DA)
 - 3.2.1.1 Listing Information: SBC ILLINOIS shall provide to CLEC the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for CLEC end user customers who opt for Non-List Number status in the White Pages Directories.
 - 3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's end user customer utilizing an automated voice system or with operator assistance.
 - 3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 3.2.4 Intentionally Omitted
 - 3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC end user provides.

4. CALL BRANDING

4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning of each DA call. In all cases, SBC ILLINOIS will brand the DA call as directed by CLEC. CLEC will provide written specifications of its name or announcement to be used by SBC ILLINOIS to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.

4.2 Where not technically feasible or where CLEC does not request branding, SBC will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, SBC ILLINOIS will brand DA based upon the criteria outlined.

4.2.1 Where SBC ILLINOIS is only providing DA on behalf of CLEC, the calls will be branded. When the same trunk group is used to provide OS and DA services to CLEC, calls will be branded at CLEC's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of CLEC specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the SBC ILLINOIS DA platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 If CLEC elects to use DA Services where technically feasible and/or available, SBC ILLINOIS will provide CLEC DA Rate/Reference Information, based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 CLEC will inform SBC ILLINOIS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC ILLINOIS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's DA Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an SBC ILLINOIS Operator receives a rate request from a CLEC end user customer, SBC ILLINOIS will quote the applicable DA rates as provided by CLEC.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC will provide SBC ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC ILLINOIS Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC ILLINOIS, CLEC is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 CLEC will furnish to SBC ILLINOIS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.4 CLEC will provide SBC ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.5 CLEC will send the DA listing records to SBC ILLINOIS for inclusion in SBC ILLINOIS DA database via electronic gateway as described in Appendix WP.
- 6.6 CLEC agrees that SBC ILLINOIS may utilize CLEC's end user customer's listings contained in SBC ILLINOIS directory assistance database in providing SBC ILLINOIS Directory Assistance or DA related services.
- 6.7 CLEC further agrees that SBC ILLINOIS can release CLEC's directory assistance listings stored in SBC ILLINOIS Directory Assistance database to competing providers.
- 6.8. SBC ILLINOIS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7. METHODS AND PRACTICES

- 7.1 SBC ILLINOIS will provide DA Services to CLEC's end user customers in accordance with SBC ILLINOIS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9. LIABILITY

- 9.1 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 the Parties' performance under this Appendix including any claims arising from

the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC ILLINOIS' DA operators.

10. TERM OF APPENDIX

- 10.1 CLEC must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. CLEC may terminate use of SBC ILLINOIS' DA Services any time after CLEC has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to SBC ILLINOIS, inclusive of the notice period.
- 10.2 If CLEC terminates use of SBC ILLINOIS's DA Services without complying with Section 10.1 above, CLEC shall pay SBC ILLINOIS, within thirty (30) days of the issuance of a final bill by SBC ILLINOIS, all amounts due for actual services provided under this Appendix.