

APPENDIX OPERATOR SERVICES

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1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by SBC ILLINOIS to CLEC. The terms and conditions for Operator Services being provided for CLEC's resale end user customers are set forth in Appendix Resale.

2. SERVICES

2.1 General

- 2.1.1 SBC ILLINOIS shall ensure that CLEC end user customers have the capability to dial the same telephone numbers to access SBC ILLINOIS Operator Service that SBC ILLINOIS end user customers dial to access SBC ILLINOIS Operator Service.

- 2.1.2 Intentionally Omitted.

2.2 Operator Services

- 2.2.1 If Customized Routing is not provided and CLEC requests unbundled Operator Services, SBC ILLINOIS shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

- 2.2.1.1 SBC ILLINOIS shall complete 0+ and 0- dialed local calls.

- 2.2.1.2 SBC ILLINOIS shall complete 0+ intraLATA toll calls.

- 2.2.1.3 SBC ILLINOIS shall complete calls that are billed to a calling card and CLEC shall designate the acceptable types of special billing.

- 2.2.1.4 SBC ILLINOIS shall complete person-to-person calls.

- 2.2.1.5 SBC ILLINOIS shall complete collect calls.

- 2.2.1.6 SBC ILLINOIS shall provide the capability for callers to bill to a third party and shall complete such calls.

- 2.2.1.7 SBC ILLINOIS shall complete station-to-station calls.

- 2.2.1.8 SBC ILLINOIS shall process BLV/BLVI requests.

- 2.2.1.9 SBC ILLINOIS shall refer emergency call trace requests to the appropriate call center or agency.

- 2.2.1.10 SBC ILLINOIS shall process 0-dialed operator-assisted Directory Assistance calls.

- 2.2.1.11 SBC ILLINOIS shall route 0- local traffic directly to a "live" operator team.

- 2.2.1.12 SBC ILLINOIS shall provide caller assistance services to CLEC's disabled end user customers in the same manner that SBC ILLINOIS provides caller assistance services to its disabled end user customer.

- 2.2.1.13 SBC ILLINOIS shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to SBC ILLINOIS end user customers.
- 2.2.1.14 When requested by CLEC's end user customer, SBC ILLINOIS shall provide corrected billing information to CLEC on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to SBC ILLINOIS customers.
- 2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.
- 2.2.2 SBC ILLINOIS shall direct customer inquiries to the customer service center designated by CLEC.
- 2.3 Where technically feasible, SBC ILLINOIS will provide the following OS:
 - 2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an SBC ILLINOIS operator, hereafter called "Operator."

 - 2.3.1.1 SBC ILLINOIS - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.3.1.2 Intentionally Omitted.
 - 2.3.2 Operator-Assisted Call Processing
 - 2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.
- 2.4 Operator Assisted Calls to Directory Assistance ("OADA")
 - 2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. SBC ILLINOIS will offer OADA to calling parties on a nondiscriminatory basis.

3. SERVICES

- 3.1 Fully Automated Call Processing - Where technically feasible, SBC ILLINOIS can support the following fully automated call types as outlined below:
 - 3.1.1 Fully Automated Calling Card Service
 - 3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

- 3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System
- 3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.2 Operator-Assisted Call Processing - Where technically feasible, SBC ILLINOIS will support the following Operator-assisted call types for CLEC:
- 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which SBC ILLINOIS can perform billing validation.
- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
- 3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4. CALL BRANDING

- 4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning

of each OS call. In all cases, SBC ILLINOIS will brand the OS 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 OS calls as outlined in the Operator 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 OS based upon the criteria outlined.

4.2.1 Where SBC ILLINOIS is only providing OS 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 Operator 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 OS call handled by the automated recording in the SBC ILLINOIS OS platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

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

5.1.1 CLEC will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire (OSQ) posted on SBC's CLEC online website thirty (30) calendar days in advance of the date when the OS 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 OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS 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 OS rates as provided by CLEC.

6. INTENTIONALLY OMITTED

6.1 Intentionally Omitted

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC ILLINOIS agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SBC ILLINOIS with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC ILLINOIS will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC will provide SBC ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.
- 8.2 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 OS 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.
- 8.2.1 Facilities necessary for the provision of OS 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.
- 8.3 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC ILLINOIS, default emergency agency numbers.
- 8.4 SBC ILLINOIS shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to SBC ILLINOIS, its affiliate and all other CLECs. SBC ILLINOIS shall communicate official information to CLEC via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.
- 8.5 SBC ILLINOIS shall provide CLEC with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.
- 8.6 CLEC will furnish to SBC ILLINOIS a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. CLEC will provide SBC ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. SBC ILLINOIS shall adequately staff its operator work force.

9. METHODS AND PRACTICES

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

10. PRICING

- 10.1 The prices at which SBC ILLINOIS agrees to provide CLEC with OS are contained in the applicable Appendix Pricing.

11. MONTHLY BILLING

- 11.1 SBC ILLINOIS will accumulate and provide CLEC such data as necessary for CLEC to bill its end user customers.

12. INDEMNIFICATION

- 12.1 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 arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC ILLINOIS's Operator Services.

13. TERM OF APPENDIX

- 13.1 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's Operator Services any time after CLEC has used such Operator 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.
- 13.2 If CLEC terminates use of SBC ILLINOIS's Operator Services without complying with Section 13.1 above, CLEC shall pay SBC ILLINOIS, within thirty (30) days of the issuance of a final bill by SBC ILLINOIS, all amounts due as provided under this Appendix.