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**From:** Tamplin, James [jt9576@att.com]  
**Sent:** Monday, September 08, 2008 3:16 PM  
**To:** Hicks, Thomas  
**Cc:** Angela Collins  
**Subject:** REVISED \*\*\*Intrado, Inc. Redlines for Misc. Appendices for IL and TX  
**Attachments:** ATT IL & TX - OS\_DA 9-5-08.DOC; ATT IL & TX - Direct 9-8-08.DOC; ATT IL & TX - Directory Assistance Listing (DAL) 9-8-08.DOC; ATT IL & TX - Hot Cut 9-8-08.DOC; ATT IL & TX - Inward Assistance Operator Services (INW) 9-8-08.DOC; ATT IL & TX - OSS 9-8-08.DOC; ATT IL & TX - White Pages 9-8-08.DOC; ATT ILLINOIS - Non-Intercompany Settlement 9-8-08.DOC

Tom,

Attached is a complete revision of my previous email to you on Friday. All of these contained a definition for AT&T, Inc. ("AT&T") that I incorrectly deleted all but IL and TX instead of adding the former BellSouth states as we have previously done. The OS-DA Appendix does not contain this definition, but I am resending it with the others in order that you can simply delete my Friday email and replace it with this one.

<<ATT IL & TX - OS\_DA 9-5-08.DOC>> <<ATT IL & TX - Direct 9-8-08.DOC>> <<ATT IL & TX - Directory Assistance Listing (DAL) 9-8-08.DOC>> <<ATT IL & TX - Hot Cut 9-8-08.DOC>> <<ATT IL & TX - Inward Assistance Operator Services (INW) 9-8-08.DOC>> <<ATT IL & TX - OSS 9-8-08.DOC>> <<ATT IL & TX - White Pages 9-8-08.DOC>> <<ATT ILLINOIS - Non-Intercompany Settlement 9-8-08.DOC>>

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9/18/2008

# OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

## TABLE OF CONTENTS

INTRODUCTION AND SCOPE ..... 1

GENERAL ~~AT&T STATE~~ ~~AT&T-1322 STATE~~ OBLIGATIONS FOR WHOLESALE OS/DA SERVICE ..... 2

REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT ..... 3

SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES ..... 4

SPECIFICS OF DA OFFERING AND RECURRING CHARGE ..... 5

OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION ..... 6

## OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

### 1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its eEnd uUsers via
  - 1.1.1 CLEC's own physical Switches,
  - 1.1.2 Resale of ~~AT&T STATE AT&T-1322 STATE~~ Retail OS/DA service, or
  - 1.1.3 Leased Circuit Switching from ~~AT&T STATE AT&T-1322 STATE~~.
- 1.2 CLEC shall be the Retail OS/DA provider to its eEnd uUsers, and ~~AT&T STATE AT&T-1322 STATE~~ shall be the wholesale provider of OS/DA operations to CLEC. ~~AT&T STATE AT&T-1322 STATE~~ shall answer CLEC's eEnd uUser OS/DA calls on CLEC's behalf, as follows:
  - 1.2.1 When the eEnd uUser dials 0 or 0+ the Telephone Number, ~~AT&T STATE AT&T-1322 STATE~~ shall provide the Operator Services described in Section 4 below.
  - 1.2.2 When the eEnd uUser dials 4-1-1 or 1-4-1-1, ~~AT&T STATE AT&T-1322 STATE~~ shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its eEnd uUsers whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain eEnd uUser agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing eEnd uUser inquiries about OS/DA rates, ~~AT&T STATE AT&T-1322 STATE~~ Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, ~~AT&T STATE AT&T-1322 STATE~~'s OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 ~~AT&T STATE AT&T-1322 STATE~~ shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between ~~AT&T STATE AT&T-1322 STATE~~ and CLEC.
  - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based<sup>1</sup> service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based eEnd uUsers to Resale service, or vice versa, as described below in section 6.8.
    - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
    - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
  - 1.5.2 CLEC acknowledges and understands that ~~AT&T STATE AT&T-1322 STATE~~ uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a

<sup>1</sup>By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from ~~AT&T STATE AT&T-1322 STATE~~

facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T STATE AT&T-1322 STATE, one for Resale, and one for facilities-based service.

- 1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T STATE AT&T-1322 STATE's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

- 1.5.3.1 AT&T STATE AT&T-1322 STATE's retail tariff changes, or  
 1.5.3.2 The state resale discount changes.

## 2. GENERAL AT&T STATE AT&T-1322 STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

- 2.1 Dialing Parity. AT&T STATE AT&T-1322 STATE will provide OS/DA to CLEC's eEnd uUsers with no unreasonable dialing delays and at dialing parity with AT&T STATE AT&T-1322 STATE retail OS/DA services.
- 2.2 Response Parity
- 2.2.1 For Resale and Leased Circuit Switching, CLEC's eEnd uUsers shall be answered by AT&T STATE AT&T-1322 STATE's OS and DA platforms with the same priority and using the same methods as for AT&T STATE AT&T-1322 STATE's retail eEnd uUsers.
- 2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T STATE AT&T-1322 STATE OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T STATE AT&T-1322 STATE retail eEnd uUsers served via that same AT&T STATE AT&T-1322 STATE end office switch.
- 2.2.3 For all service types, AT&T STATE AT&T-1322 STATE will include CLEC's eEnd uUser OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.
- 2.3 Daily Usage File (DUF)
- 2.3.1 For Resale and Leased Circuit Switching, AT&T STATE AT&T-1322 STATE will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.
- 2.3.2 When CLEC is operating its own switch-based service, AT&T STATE AT&T-1322 STATE will transmit similar usage recorded by the AT&T STATE AT&T-1322 STATE OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

## 3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

- 3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T STATE AT&T-1322 STATE's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the Parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.
- 3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.
- 3.2.1 Because CLEC's switch may serve eEnd uUsers in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the eEnd uUser dialing "0" or "411", and not the physical location of CLEC's switch.
- 3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the eEnd uUser dialing 0 or 411 shall be deemed the eEnd uUser's physical billing address, regardless of whether the eEnd uUser may be roaming at the time of placing the OS/DA call.

- 3.3 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T STATE AT&T-1322 STATE's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,
- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
  - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
  - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T STATE AT&T-1322 STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
  - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the AT&T STATE AT&T-1322 STATE's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T STATE AT&T-1322 STATE's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T STATE AT&T-1322 STATE's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T STATE AT&T-1322 STATE will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T STATE AT&T-1322 STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T STATE AT&T-1322 STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the Parties.
  - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T STATE AT&T-1322 STATE End Offices to the AT&T STATE AT&T-1322 STATE OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
  - 3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T STATE AT&T-1322 STATE OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 **Operator Service (OS) Trunks.** CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T STATE AT&T-1322 STATE Operator Services switch serving OS eEnd uUsers in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
  - 3.6.2 **Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks.** CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T STATE AT&T-1322 STATE Directory Assistance switch serving DA eEnd uUsers in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
  - 3.6.3 **Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks.** When CLEC wishes for AT&T STATE AT&T-1322 STATE to perform Busy Line Verification or Emergency Interrupt for CLEC eEnd uUsers, AT&T STATE AT&T-1322 STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T STATE AT&T-1322 STATE's Operator Services switch to CLEC's switch serving

eEnd uUsers in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

#### 4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. ~~AT&T STATEAT&T-1322STATE~~ will assess its Operator Services charges based upon whether the CLEC eEnd uUser is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, ~~AT&T STATEAT&T-1322STATE~~ will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
  - 4.2.1 General Operator Assistance - The eEnd uUser dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
  - 4.2.2 Calling Card - The eEnd uUser dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
  - 4.2.3 Collect - The eEnd uUser dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
  - 4.2.4 Third Number Billed - The eEnd uUser dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
  - 4.2.5 Person-To-Person Service - The eEnd uUser dialing 0 may ask the OS 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.
  - 4.2.6 Busy Line Verification - A service in which the eEnd uUser dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
  - 4.2.7 Busy Line Interrupt - A service in which the eEnd uUser dialing 0 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.

#### 5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. ~~AT&T STATEAT&T-1322STATE~~ charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, ~~AT&T STATEAT&T-1322STATE~~ will provide the following DA Services when a CLEC eEnd uUser served dials 411 or 1-411, regardless of whether Operator Services are also requested from ~~AT&T STATEAT&T-1322STATE~~:
  - 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing eEnd uUser.
  - 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA eEnd uUser, utilizing an automated voice system or with operator assistance.
  - 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.

- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
- 5.2.5 Business Category Search (BCS) (Where Available). A service in which the eEnd uUser may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

## 6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's eEnd uUser, and this greeting is mandatory, not optional, when AT&T STATE AT&T-1322 STATE is the OS/DA provider.
- 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T STATE AT&T-1322 STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T STATE AT&T-1322 STATE CLEC website (<https://clec.att.com/clec>).
- 6.1.2 AT&T STATE AT&T-1322 STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their eEnd uUser hear silence upon connecting with the OS/DA switch by having AT&T STATE AT&T-1322 STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 6.2.1 CLEC understands that silent announcements may not be perceived by dialing eEnd uUsers as ordinary mechanical handling of OS/DA calls.
- 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T STATE AT&T-1322 STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing eEnd uUser.
- 6.2.3 AT&T STATE AT&T-1322 STATE must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T STATE AT&T-1322 STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T STATE AT&T-1322 STATE retail eEnd uUsers. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.

- 6.5 In all current AT&T STATE AT&T-1322 STATE OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 AT&T STATE AT&T-1322 STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
- 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T STATE AT&T-1322 STATE OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T STATE AT&T-1322 STATE OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached Appendix Pricing.

## APPENDIX DIRECT

## TABLE OF CONTENTS

INTRODUCTION.....	1
DEFINITIONS .....	2
SERVICE .....	3
RESPONSIBILITIES OF <u>AT&amp;T-4322</u> STATE.....	4
RESPONSIBILITIES OF CLEC .....	5
RESPONSIBILITIES OF BOTH PARTIES .....	6
LIABILITY .....	7
BILLING .....	8
USE OF SUBSCRIBER LISTING INFORMATION.....	9
ASSIGNMENT .....	10
TERM OF CONTRACT AND RATE STRUCTURE .....	11

**APPENDIX DIRECT  
(DIRECT ACCESS AGREEMENT  
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 ~~Intentionally Omitted.~~ The Southern New England Telephone Company (**AT&T CONNECTICUT**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA, and d/b/a AT&T-TENNESSEE.~~ Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 ~~AT&T STATE~~ means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~AT&T-2STATE~~ As used herein, ~~AT&T-2STATE~~ means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 ~~Intentionally Omitted. AT&T-4STATE~~ As used herein, ~~AT&T-4STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 ~~Intentionally Omitted. AT&T-7STATE~~ As used herein, ~~AT&T-7STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T CALIFORNIA~~ and ~~AT&T NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 ~~Intentionally Omitted. AT&T-8STATE~~ As used herein, ~~AT&T-8STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T CALIFORNIA, AT&T NEVADA~~ and ~~AT&T CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 ~~Intentionally Omitted. AT&T-10STATE~~ As used herein, ~~AT&T-10STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE~~ and ~~AT&T MIDWEST REGION 5 STATE~~ and the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 ~~Intentionally Omitted. AT&T-12STATE~~ As used herein, ~~AT&T-12STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T MIDWEST REGION 5 STATE~~ and ~~AT&T-2STATE~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 ~~Intentionally Omitted. AT&T-13STATE~~ As used herein, ~~AT&T-13STATE~~ means ~~AT&T SOUTHWEST REGION 5 STATE, AT&T MIDWEST REGION 5 STATE, AT&T-2STATE~~ and ~~AT&T CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 ~~Intentionally Omitted. AT&T ARKANSAS~~ As used herein, ~~AT&T ARKANSAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

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- 1.11 ~~Intentionally Omitted. AT&T CALIFORNIA~~ - As used herein, ~~AT&T CALIFORNIA~~ means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.12 ~~Intentionally Omitted. AT&T CONNECTICUT~~ - As used herein, ~~AT&T CONNECTICUT~~ means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 ~~Intentionally Omitted. AT&T KANSAS~~ - As used herein, ~~AT&T KANSAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 ~~Intentionally Omitted. AT&T INDIANA~~ - As used herein, ~~AT&T INDIANA~~ means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T owned ILEC doing business in Indiana.
- 1.16 ~~Intentionally Omitted. AT&T MICHIGAN~~ - As used herein, ~~AT&T MICHIGAN~~ means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T owned doing business in Michigan.
- 1.17 ~~Intentionally Omitted. AT&T MIDWEST REGION 5-STATE~~ - As used herein, ~~AT&T MIDWEST REGION 5-STATE~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 ~~Intentionally Omitted. AT&T MISSOURI~~ - As used herein, ~~AT&T MISSOURI~~ means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.
- 1.19 ~~Intentionally Omitted. AT&T NEVADA~~ - As used herein, ~~AT&T NEVADA~~ means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.20 ~~Intentionally Omitted. AT&T OHIO~~ - As used herein, ~~AT&T OHIO~~ means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T owned ILEC doing business in Ohio.
- 1.21 ~~Intentionally Omitted. AT&T OKLAHOMA~~ - As used herein, ~~AT&T OKLAHOMA~~ means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.22 ~~Intentionally Omitted. AT&T SOUTHWEST REGION 5-STATE~~ - As used herein, ~~AT&T SOUTHWEST REGION 5-STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 ~~Intentionally Omitted. AT&T WISCONSIN~~ - As used herein, ~~AT&T WISCONSIN~~ means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which ~~AT&T STATE AT&T-1322 STATE~~ agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. DEFINITIONS

- 2.1 "Automated Message Accounting" (AMA) - Billing detail recordings in the switch.
- 2.2 "Call Processing Data Link" (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

- 2.3 "Data Terminating Equipment" (DTE) - A terminal attached to a data network as an End User node.
- 2.4 "Nortel Digital Multiplexing Switch" (DMS 200) - DMS performs base call processing functions and supports service capabilities.
- 2.5 "IBM RISC 6000 Processor" - The IBM platform that enables database search capabilities.
- 2.6 "Nortel Directory One" (D1) - D1 offers directory search applications built on a standard operating software environment.
- 2.7 "Nortel Directory One Call Control" - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 "Electronic White Pages" (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 "Nortel Interactive Voice System" (IVS) - Peripheral off the switch that provides interactive audio.
- 2.10 "Nortel Multi Purpose Position" (MP, MPX or MPX-IWS) - Operator Workstations.
- 2.11 "Non-Published Number" (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 "Operator Service Center" (OSC) - Physical location of the Operators/workstations.
- 2.13 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling an ~~AT&T STATE AT&T-1221 STATE~~ DA Operator.
- 2.14 "Nortel Queue Management System" (QMS) - Supports up to 255 unique queues on calls to operator positions.
- 2.15 "Nortel Traffic Operating Position System" (TOPS) - Performs base call processing functions and support service capabilities.
- 2.16 "Nortel/IBM Protocol" - Allows communication between Nortel Switch and IBM database.
- 2.17 "IBM Platform" - Offers directory search applications built on a standard operating software environment.

### 3. SERVICE

- 3.1 Direct Access allows CLECs access to ~~AT&T STATE AT&T-1221 STATE~~'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address. ~~AT&T STATE AT&T-1221 STATE~~ will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from ~~AT&T STATE AT&T-1221 STATE~~'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

### 4. RESPONSIBILITIES OF ~~AT&T STATE AT&T-1221 STATE~~

- 4.1 ~~AT&T STATE AT&T-1221 STATE~~ shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all ~~AT&T STATE AT&T-1221 STATE~~ listings.
- 4.2 ~~AT&T STATE AT&T-1221 STATE~~ shall provide DA listings to CLEC from its current DA records and in accordance with ~~AT&T STATE AT&T-1221 STATE~~'s methods, practices, and procedures.

- 4.3 AT&T STATE AT&T-1221 STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 AT&T STATE AT&T-1221 STATE shall maintain the same level of system performance for CLEC as it provides to itself.

## 5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to AT&T STATE AT&T-1221 STATE. Requests for Direct Access will be pursuant to the individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. AT&T-7 STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. AT&T-7 STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 AT&T MIDWEST REGION 5-STATE – The IBM RISC 6000 does not support the CDPL technology.

## 6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and AT&T STATE AT&T-1221 STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by AT&T STATE AT&T-1221 STATE, and CLEC will reimburse AT&T STATE AT&T-1221 STATE for the cost, plus Engineering, Furnish and Installation.

## 7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. CLEC also agrees to release, defend, indemnify, and hold harmless AT&T STATE AT&T-1221 STATE 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 AT&T STATE AT&T-1221 STATE employees and equipment associated with provision of the DA Services. This provision includes 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 the DA Services.

## 8. BILLING

- 8.1 AT&T STATE AT&T-1221 STATE - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

## 9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

## 10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of AT&T STATE AT&T-1221 STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any

unauthorized use of the listings provided to it hereunder, whether by the other pParty, its agents or employees.

## 11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, ~~AT&T STATEAT&T-1221STATE~~ will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.
- 11.2 The following types of rates shall apply to Direct Access.
  - 11.2.1 Service Establishment
    - 11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.
  - 11.2.2 Direct Access Database Service
    - 11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.
  - 11.2.3 Direct Access Per Search
    - 11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from ~~AT&T STATEAT&T-1221STATE~~'s listing.

## APPENDIX DAL

*DRAFT - FOR NEGOTIATION PURPOSES ONLY*

## TABLE OF CONTENTS

INTRODUCTION.....	1
GENERAL TERMS AND CONDITIONS.....	2
ASSIGNMENT .....	3
BREACH OF CONTRACT.....	4
LIABILITY .....	5
TERM OF APPENDIX.....	6

## APPENDIX DAL

## (LOCAL DIRECTORY ASSISTANCE LISTINGS)

## 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~Bell South Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA, and d/b/a AT&T-TENNESSEE.~~ Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 ~~AT&T-STATE~~ means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~AT&T-2STATE~~ As used herein, ~~AT&T-2STATE~~ means ~~AT&T-CALIFORNIA~~ and ~~AT&T-NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 ~~Intentionally Omitted. AT&T-4STATE~~ — As used herein, ~~AT&T-4STATE~~ means ~~Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 ~~Intentionally Omitted. AT&T-7STATE~~ — As used herein, ~~AT&T-7STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-CALIFORNIA~~ and ~~AT&T-NEVADA~~, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 ~~Intentionally Omitted. AT&T-8STATE~~ — As used herein, ~~AT&T-8STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-CALIFORNIA, AT&T-NEVADA,~~ and ~~AT&T-CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 ~~Intentionally Omitted. AT&T-10STATE~~ — As used herein, ~~AT&T-10STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE~~ and ~~AT&T-MIDWEST REGION 5-STATE~~ and the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 ~~Intentionally Omitted. AT&T-12STATE~~ — As used herein, ~~AT&T-12STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-MIDWEST REGION 5-STATE~~ and ~~AT&T-2STATE~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 ~~Intentionally Omitted. AT&T-13STATE~~ — As used herein, ~~AT&T-13STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-MIDWEST REGION 5-STATE, AT&T-2STATE~~ and ~~AT&T-CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 ~~Intentionally Omitted. AT&T-ARKANSAS~~ — As used herein, ~~AT&T-ARKANSAS~~ means ~~Southwestern Bell Telephone Company d/b/a AT&T Arkansas,~~ the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 ~~Intentionally Omitted. AT&T-CALIFORNIA~~ — As used herein, ~~AT&T-CALIFORNIA~~ means ~~Pacific Bell Telephone Company d/b/a AT&T California,~~ the applicable AT&T-owned ILEC doing business in California.

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- 1.12 ~~Intentionally Omitted AT&T CONNECTICUT~~ - As used herein, ~~AT&T CONNECTICUT~~ means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 ~~Intentionally Omitted AT&T KANSAS~~ - As used herein, ~~AT&T KANSAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.
- 1.14 ~~AT&T ILLINOIS~~ - As used herein, ~~AT&T ILLINOIS~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 ~~Intentionally Omitted AT&T INDIANA~~ - As used herein, ~~AT&T INDIANA~~ means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T owned ILEC doing business in Indiana.
- 1.16 ~~Intentionally Omitted AT&T MICHIGAN~~ - As used herein, ~~AT&T MICHIGAN~~ means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T owned doing business in Michigan.
- 1.17 ~~Intentionally Omitted AT&T MIDWEST REGION 5 STATE~~ - As used herein, ~~AT&T MIDWEST REGION 5 STATE~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 ~~Intentionally Omitted AT&T MISSOURI~~ - As used herein, ~~AT&T MISSOURI~~ means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.
- 1.19 ~~Intentionally Omitted AT&T NEVADA~~ - As used herein, ~~AT&T NEVADA~~ means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.20 ~~Intentionally Omitted AT&T OHIO~~ - As used herein, ~~AT&T OHIO~~ means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T owned ILEC doing business in Ohio.
- 1.21 ~~Intentionally Omitted AT&T OKLAHOMA~~ - As used herein, ~~AT&T OKLAHOMA~~ means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.22 ~~Intentionally Omitted AT&T SOUTHWEST REGION 5 STATE~~ - As used herein, ~~AT&T SOUTHWEST REGION 5 STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 ~~AT&T TEXAS~~ - As used herein, ~~AT&T TEXAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 ~~Intentionally Omitted AT&T WISCONSIN~~ - As used herein, ~~AT&T WISCONSIN~~ means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T owned ILEC doing business in Wisconsin.
- 1.25 The prices at which ~~AT&T STATE AT&T-1322 STATE~~ agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, ~~AT&T STATE AT&T-1322 STATE~~ will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in ~~AT&T SOUTHWEST REGION 5 STATE TEXAS~~, Directory Assistance Listing Information Service (DALIS) in ~~AT&T CALIFORNIA~~ and Dialing Parity Directory Listings in ~~AT&T MIDWEST REGION 5 STATE ILLINOIS~~ (herein after collectively referred to as DAL):

- 2.1.1 AT&T STATE AT&T-1322 STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
- 2.1.2 AT&T STATE AT&T-1322 STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call AT&T STATE AT&T-1322 STATE's DA to obtain such information.
- 2.1.3 Inasmuch as AT&T STATE AT&T-1322 STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T STATE AT&T-1322 STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.
- 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in AT&T STATE AT&T-1322 STATE's DA database.
- 2.1.5 AT&T STATE AT&T-1322 STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.1.5.1 AT&T STATE AT&T-1322 STATE shall license its directory assistance listing information as defined in Exhibit A.
- 2.1.5.2 AT&T STATE AT&T-1322 STATE shall provide directory assistance listing information in a mutually acceptable format.
- 2.1.5.3 AT&T STATE AT&T-1322 STATE shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T STATE AT&T-1322 STATE will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

## 2.2 Use of Directory Assistance Listing Information

- 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by AT&T STATE AT&T-1322 STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
- 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

## 3. ASSIGNMENT

- 3.1 The directory assistance listings provided by AT&T shall remain the property of AT&T STATE AT&T-1322 STATE. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to

the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

#### 4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of AT&T STATE AT&T-1322 STATE's directory assistance listing information.

#### 5. LIABILITY

- 5.1 AT&T STATE AT&T-1322 STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T STATE AT&T-1322 STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases AT&T STATE AT&T-1322 STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend AT&T STATE AT&T-1322 STATE (or AT&T STATE AT&T-1322 STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to AT&T STATE AT&T-1322 STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T STATE AT&T-1322 STATE, and/or against AT&T STATE AT&T-1322 STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, AT&T STATE AT&T-1322 STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse AT&T STATE AT&T-1322 STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of AT&T STATE AT&T-1322 STATE.

#### 6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

# APPENDIX COORDINATED HOT CUT (CHC)

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## TABLE OF CONTENTS

INTRODUCTION..... 1

CHC SERVICE DESCRIPTION ..... 2

CHC PRICING ..... 3

## APPENDIX COORDINATED HOT CUT (CHC)

## 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~Bell South Telecommunications Inc. d/b/a AT&T ALABAMA d/b/a AT&T FLORIDA d/b/a AT&T GEORGIA d/b/a AT&T KENTUCKY d/b/a AT&T LOUISIANA d/b/a AT&T MISSISSIPPI d/b/a AT&T NORTH CAROLINA d/b/a AT&T SOUTH CAROLINA and d/b/a AT&T TENNESSEE~~ Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 ~~AT&T STATE~~ means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~AT&T-13STATE~~ – As used herein, ~~AT&T-13STATE~~ means ~~AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE~~ and ~~AT&T CONNECTICUT~~ the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 ~~Intentionally Omitted. AT&T CALIFORNIA~~ – As used herein, ~~AT&T CALIFORNIA~~ means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 ~~Intentionally Omitted. AT&T CONNECTICUT~~ – As used herein, ~~AT&T CONNECTICUT~~ means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 ~~AT&T ILLINOIS~~ – As used herein, ~~AT&T ILLINOIS~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois. ~~AT&T MIDWEST REGION 5-STATE~~ – As used herein, ~~AT&T MIDWEST REGION 5-STATE~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 ~~Intentionally Omitted. AT&T NEVADA~~ – As used herein, ~~AT&T NEVADA~~ means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 ~~AT&T TEXAS~~ – As used herein, ~~AT&T TEXAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas. ~~AT&T SOUTHWEST REGION 5-STATE~~ – As used herein, ~~AT&T SOUTHWEST REGION 5-STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **"Conversion of Service"** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

## 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the ~~AT&T STATE AT&T-1322 STATE~~.
- 2.3 ~~AT&T STATE AT&T-1322 STATE~~ may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 The ~~AT&T STATE AT&T-1322 STATE~~ reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the ~~AT&T STATE AT&T-1322 STATE~~'s ability to provide its baseline service. Where time permits, the ~~AT&T STATE AT&T-1322 STATE~~ will make every effort to notify CLEC when such unanticipated activities occur.

## 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, ~~AT&T STATE AT&T-1322 STATE~~ shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 ~~AT&T MIDWEST REGION 5 STATE ILLINOIS~~ - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)<sup>1</sup>
- 3.2.2 ~~Intentionally Omitted. AT&T NEVADA~~ - PUCN, Section C13A, 13.2.6(e)
- 3.2.3 ~~Intentionally Omitted. AT&T CALIFORNIA~~ - Access Tariff 175-T, Section 13.2.6(e)
- 3.2.4 ~~AT&T SOUTHWEST REGION 5 STATE TEXAS~~ - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 ~~Intentionally Omitted. AT&T CONNECTICUT~~ - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the ~~AT&T STATE AT&T-1322 STATE~~ fails to meet a CHC Service commitment for reasons within the control of ~~AT&T STATE AT&T-1322 STATE~~, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or eEnd uUser reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, ~~AT&T STATE AT&T-1322 STATE~~'s inability to gain access to CLEC's eEnd uUser's premises, or CLEC/eEnd uUser is not ready to proceed with the order, the CHC charge will apply and ~~AT&T STATE AT&T-1322 STATE~~ is no longer obligated to ensure a CHC is on that order.

<sup>1</sup> ~~AT&T-1322 STATE ILLINOIS~~ will not charge the additional labor rate in a particular state in the ~~AT&T MIDWEST 5 STATE~~ region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40644-S4, MI - U-11834, OH - 96-922-TP UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

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# APPENDIX INW

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### TABLE OF CONTENTS

INTRODUCTION..... 1

SERVICES..... 2

DEFINITIONS ..... 3

RESPONSIBILITIES OF THE PARTIES ..... 4

TOLL CENTER CODES ..... 5

PRICING ..... 6

MONTHLY BILLING ..... 7

LIABILITY ..... 8

TERMS OF APPENDIX ..... 9

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## APPENDIX INW (Inward Assistance Operator Services)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: ~~BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA, and d/b/a AT&T-TENNESSEE.~~ Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 ~~AT&T-STATE~~ means the AT&T owned ILEC doing business in either Illinois or Texas. ~~AT&T-2STATE~~ As used herein, ~~AT&T-2STATE~~ means ~~AT&T-CALIFORNIA~~ and ~~AT&T-NEVADA~~, the applicable AT&T owned ILEC(s) doing business in California and Nevada.
- 1.4 ~~Intentionally Omitted AT&T-4STATE~~ As used herein, ~~AT&T-4STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 ~~Intentionally Omitted AT&T-7STATE~~ As used herein, ~~AT&T-7STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-CALIFORNIA~~ and ~~AT&T-NEVADA~~, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 ~~Intentionally Omitted AT&T-8STATE~~ As used herein, ~~AT&T-8STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-CALIFORNIA, AT&T-NEVADA~~ and ~~AT&T-CONNECTICUT~~ the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 ~~Intentionally Omitted AT&T-10STATE~~ As used herein, ~~AT&T-10STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE~~ and ~~AT&T-MIDWEST REGION 5-STATE~~ on the applicable AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 ~~Intentionally Omitted AT&T-12STATE~~ As used herein, ~~AT&T-12STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-MIDWEST REGION 5-STATE~~ and ~~AT&T-2STATE~~ the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 ~~Intentionally Omitted AT&T-13STATE~~ As used herein, ~~AT&T-13STATE~~ means ~~AT&T-SOUTHWEST REGION 5-STATE, AT&T-MIDWEST REGION 5-STATE, AT&T-2STATE~~ and ~~AT&T-CONNECTICUT~~ the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 ~~Intentionally Omitted AT&T-ARKANSAS~~ As used herein, ~~AT&T-ARKANSAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T owned ILEC doing business in Arkansas.
- 1.11 ~~Intentionally Omitted AT&T-CALIFORNIA~~ As used herein, ~~AT&T-CALIFORNIA~~ means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.

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- 1.12 ~~Intentionally Omitted. AT&T CONNECTICUT~~ - As used herein, ~~AT&T CONNECTICUT~~ means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 ~~Intentionally Omitted. AT&T KANSAS~~ - As used herein, ~~AT&T KANSAS~~ means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 ~~Intentionally Omitted. AT&T INDIANA~~ - As used herein, ~~AT&T INDIANA~~ means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 ~~Intentionally Omitted. AT&T MICHIGAN~~ - As used herein, ~~AT&T MICHIGAN~~ means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 ~~Intentionally Omitted. AT&T MIDWEST REGION 5 STATE~~ - As used herein, ~~AT&T MIDWEST REGION 5 STATE~~ means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 ~~Intentionally Omitted. AT&T MISSOURI~~ - As used herein, ~~AT&T MISSOURI~~ means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 ~~Intentionally Omitted. AT&T NEVADA~~ - As used herein, ~~AT&T NEVADA~~ means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 ~~Intentionally Omitted. AT&T OHIO~~ - As used herein, ~~AT&T OHIO~~ means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 ~~Intentionally Omitted. AT&T OKLAHOMA~~ - As used herein, ~~AT&T OKLAHOMA~~ means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 ~~Intentionally Omitted. AT&T SOUTHWEST REGION 5 STATE~~ - As used herein, ~~AT&T SOUTHWEST REGION 5 STATE~~ means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 ~~Intentionally Omitted. AT&T WISCONSIN~~ - As used herein, ~~AT&T WISCONSIN~~ means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

**2. SERVICES**

- 2.1 Where technically feasible and/or available, ~~AT&T STATE AT&T-1322 STATE~~ Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
  - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
  - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

**3. DEFINITIONS**

- 3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
  - 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with AT&T STATE AT&T-1322STATE's Operator assistance switch(es). It is the responsibility of AT&T STATE AT&T-1322STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
  - 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T STATE AT&T-1322STATE Operator assistance switch utilizing MF signaling. Likewise, AT&T STATE AT&T-1322STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to AT&T STATE AT&T-1322STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T STATE AT&T-1322STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T STATE AT&T-1322STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

#### 5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the AT&T STATE AT&T-1322STATE Operator assistance switches. These codes are specific to the various AT&T STATE AT&T-1322STATE LATA's where AT&T STATE AT&T-1322STATE Operator assistance switches are located.
- 5.2 AT&T STATE AT&T-1322STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T STATE AT&T-1322STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

## 6. PRICING

- 6.1 ~~AT&T STATEAT&T-1221STATE~~ - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

## 7. MONTHLY BILLING

- 7.1 ~~AT&T STATEAT&T-1322STATE~~ will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to ~~AT&T STATEAT&T-1322STATE~~ and remittance in full will be due within thirty (30) days of receipt.

## 8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless ~~AT&T STATEAT&T-1322STATE~~ from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all End User claims just as if the carrier operator had provided such service to its End User directly and shall assert its tariff limitation of liability for benefit of both ~~AT&T STATEAT&T-1322STATE~~ and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless ~~AT&T STATEAT&T-1322STATE~~ 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 ~~AT&T STATEAT&T-1322STATE~~ employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

## 9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay ~~AT&T STATEAT&T-1322STATE~~, within thirty (30) days of the issuance of any bills by ~~AT&T STATEAT&T-1322STATE~~, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by ~~AT&T STATEAT&T-1322STATE~~ pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

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# APPENDIX INW

## EXHIBIT I

### SERVING AREA

#### OPERATOR SERVICES PROVIDER LOCATION:

#### CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.