

Schedule 9.2.9

OPERATOR SERVICES AND DIRECTORY SERVICES

9.2.9 Operator Services & Directory Services. CLEC may obtain Operator Services and Directory Assistance (OS/DA) from SBC Illinois pursuant to this Agreement at the market-based terms and conditions set forth in Schedule 9.2.9. Should CLEC choose to use SBC Illinois OS/DA services included in Schedule 9.2.9, the Parties will mutually agree to the rates for such services. Until rates are agreed to, and the contract is updated to reflect those rates, CLEC shall not buy OS/DA services from Schedule 9.2.9.

Notwithstanding the provisions of Schedule 9.2.9, nothing in this Agreement shall derogate, limit or alter CLEC's right to purchase OS and/or DA at TELRIC rates pursuant to any SBC Illinois tariff. The parties recognize that SBC Illinois makes OS/DA available as UNES at TELRIC rates pursuant to tariff as of the Effective Date.

9.2.9.1 Operator Services. Operator Services consist of the following services.

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

- (a) Calling card - the Customer dials 0+ or 0 - and provides operator with calling card number for billing purposes.
- (b) Collect - the Customer dials 0+ or 0 - and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- (c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
- (d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
 - (2) handling emergency calls;
 - (3) handling person-to-person calls.
- (e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an SBC-AMERITECH operator and then requests call routing to an IXC subscribing to OTS. The operator will

key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

- (f) BLV - Service in which operator verifies a busy condition on a line.
- (g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

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

9.2.9.1.3 Line Information Database ("LIDB") Validation - mechanized queries to a LIDB for billing validation.

9.2.9.1.4 Intentionally left blank.

9.2.9.1.5 CALL BRANDING

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

9.2.9.1.5.1 Where technically feasible and/or available, **SBC-AMERITECH** will brand OS in CLEC's name based upon the criteria outlined below:

9.2.9.1.5.1.1 Where **SBC-AMERITECH** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-AMERITECH** is only providing OS on behalf of CLEC, the calls will be branded.

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

9.2.9.1.5.1.3 **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to create CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

9.2.9.1.5.1.4 CLEC purchasing **SBC-AMERITECH** unbundled local switching is responsible for maintaining CLEC's End

User customer records in **SBC-AMERITECH** Line Information Database (LIDB).

9.2.9.1.5.2 Branding Load Charges

9.2.9.1.5.2.1 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.

9.2.9.1.6 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

9.2.9.1.6.1 An SBC-AMERITECH database referenced by an SBC-AMERITECH Operator for CLEC OS specific Reference/Rater information based upon the criteria.

9.2.9.1.6.2 Where technically feasible and/or available, **SBC-AMERITECH** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

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

9.2.9.1.6.2.2 CLEC will inform **SBC-AMERITECH**, via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information

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

9.2.9.1.6.2.4 When an **SBC-AMERITECH** Operator receives a rate request from an CLEC End User, **SBC-AMERITECH** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

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

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

9.2.9.2.2 Branding

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

9.2.9.2.2.2 Where technically feasible and/or available, **SBC-AMERITECH** will brand DA in CLEC’s name based upon the criteria outlined below:

9.2.9.2.2.2.1 Where **SBC-AMERITECH** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-AMERITECH** is only providing DA service on behalf of CLEC, the calls will be branded.

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

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

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

9.2.9.2.2.3 Branding Load Charges:

9.2.9.2.2.3.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both. CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.

9.2.9.3 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

9.2.9.3.1 An **SBC-AMERITECH** database referenced by an **SBC-AMERITECH** Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

9.2.9.3.2 Where technically feasible and/or available, **SBC-AMERITECH** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

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

9.2.9.3.2.2 CLEC will inform **SBC-AMERITECH** via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

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

9.2.9.3.2.4 Where technically feasible and/or available, when an **SBC-AMERITECH** Operator receives a rate request from an CLEC End User, **SBC-AMERITECH** will quote the applicable DA rates as provided by CLEC.

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

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

9.2.9.4 REVERSE DIRECTORY ASSISTANCE (RDA)

9.2.9.4.1 SBC AMERITECH – RDA is a service that consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

9.2.9.5 Rate Application. SBC-AMERITECH shall bill CLEC the applicable rates on a monthly basis, in accordance with the Pricing Schedule.

9.2.9.6 LIABILITY

9.2.9.6.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

9.2.9.6.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-AMERITECH from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-AMERITECH employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance, except where SBC-AMERITECH acted with gross negligence or willful misconduct.

9.2.9.7 TERMS OF SCHEDULE

- 9.2.9.7.1 If CLEC elects to have SBC-AMERITECH provide either OS service or DA service, CLEC agrees that due to quality of service and work force scheduling, SBC-AMERITECH will be the sole provider of OS or DA for CLEC's local serving area(s), during the agreed to contract terms specified in section 9.2.9.7.2 of this Schedule. CLEC may choose SBC AMERITECH to provide OS/DA service by individual SBC AMERITECH Operator Services switch, or for all Operator Services switches in Illinois.
- 9.2.7.2 If CLEC chooses to use SBC AMERITECH OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC's OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC AMERITECH OS/DA services upon one hundred-twenty (120) days advance written notice to SBC AMERITECH.
- 9.2.9.7.2 Schedule will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. Either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party, once CLEC has subscribed to the service for a minimum of 12 months.
- 9.2.9.7.3 If CLEC terminates this Schedule prior to the expiration of the term of this Schedule, CLEC shall pay SBC-AMERITECH, within thirty (30) days of the issuance of any bills by SBC-AMERITECH, all amounts due for actual services provided under this Schedule, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-AMERITECH pursuant to this Schedule prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.
- 9.2.9.8 Ameritech may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the Ameritech Operator Services and Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that AMERITECH may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.

9.2.9.8.1 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise AMERITECH that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, AMERITECH will remove the temporary listing from the DA database and the listing will remain as is. AMERITECH will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

9.2.9.8.2 CLEC agrees AMERITECH has no obligation to verify a DA listing and assumes no responsibility to identify errors. AMERITECH will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees AMERITECH has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that AMERITECH shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.

