

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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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 end users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of **AT&T-13STATE** Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from **AT&T-13STATE**.
- 1.2 CLEC shall be the Retail OS/DA provider to its end users, and **AT&T-13STATE** shall be the wholesale provider of OS/DA operations to CLEC. **AT&T-13STATE** shall answer CLEC's end user OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, **AT&T-13STATE** shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 4-1-1 or 1-4-1-1, **AT&T-13STATE** shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its end users whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain end user 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 end user inquiries about OS/DA rates, **AT&T-13STATE** 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-13STATE**'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-13STATE** 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-13STATE** and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ 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 end users 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-13STATE** uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from **AT&T-13STATE**, one for Resale, and one for facilities-based service.

¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from **AT&T-13STATE**.

1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-13STATE'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-13STATE's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-13STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T-13STATE will provide OS/DA to CLEC's end users with no unreasonable dialing delays and at dialing parity with AT&T-13STATE retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's end users shall be answered by AT&T-13STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-13STATE's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-13STATE 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-13STATE retail end users served via that same AT&T-13STATE end office switch.

2.2.3 For all service types, AT&T-13STATE will include CLEC's end user 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-13STATE 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-13STATE will transmit similar usage recorded by the AT&T-13STATE 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-13STATE'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 end users 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 end user 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 end user dialing 0 or 411 shall be deemed the end user's physical billing address, regardless of whether the end user 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-13STATE'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-13STATE 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-13STATE's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T-13STATE'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-13STATE'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-13STATE 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-13STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-13STATE 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-13STATE End Offices to the AT&T-13STATE 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-13STATE 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-13STATE Operator Services switch serving OS end users 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-13STATE Directory Assistance switch serving DA end users 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-13STATE to perform Busy Line Verification or Emergency Interrupt for CLEC end users, AT&T-13STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T-13STATE's Operator Services switch to CLEC's switch serving end users 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-13STATE** will assess its Operator Services charges based upon whether the CLEC end user 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-13STATE** 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 end user 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 end user 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 end user 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 end user 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 end user 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 end user 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 end user 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-13STATE** 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-13STATE** will provide the following DA Services when a CLEC end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from **AT&T-13STATE**:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
- 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 end user, 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 end user 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 end user, and this greeting is mandatory, not optional, when **AT&T-13STATE** is the OS/DA provider.
 - 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to **AT&T-13STATE** in conformity with the format, length, and other requirements specified for all CLECs on the **AT&T-13STATE** CLEC website (<https://clec.att.com/clec>).
 - 6.1.2 **AT&T-13STATE** 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 end user hear silence upon connecting with the OS/DA switch by having **AT&T-13STATE** 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 end users 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-13STATE** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
 - 6.2.3 **AT&T-13STATE** 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-13STATE** 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-13STATE** retail end users. 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-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** 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.