

## **ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION**

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) SBC MISSOURI agrees to license its Directory Assistance Listing Information to CLEC.

### **1.0 INTRODUCTION**

- 1.1 SBC MISSOURI owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SBC MISSOURI uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SBC MISSOURI's DA office to obtain such information.
- 1.3 CLEC, or its agent, wishes to provide DA service to CLEC's retail end users, and therefore, wishes to load its database with directory assistance listings contained in SBC MISSOURI's DA database.
- 1.4 Inasmuch as SBC MISSOURI provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC MISSOURI's database also contains directory assistance listing information for other ILEC and CLEC retail end users.

### **2.0 SERVICE PROVIDED**

- 2.1 SBC MISSOURI agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC MISSOURI shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC MISSOURI shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC MISSOURI will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 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.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment 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.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.
- 3.3 Emergency Notification for Non-Published Telephone Numbers – SBC MISSOURI shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any retail end user with a non-published listing in SBC MISSOURI's DA database will be notified that a CLEC retail end user is attempting to contact the non-published party in the event of an emergency.
  - 3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a SBC MISSOURI operator via a pre-designated contact number.
  - 3.3.2 SBC MISSOURI will verify the listing of the non-published party at the time the CLEC operator requests service. SBC MISSOURI will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC MISSOURI operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC MISSOURI will leave the contact information.
  - 3.3.3 SBC MISSOURI will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.
  - 3.3.4 Only calls identified as an emergency will be forwarded to SBC MISSOURI for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

### **4.0 ASSIGNMENT**

- 4.1 The directory assistance listings provided by SBC MISSOURI shall remain the property of SBC MISSOURI. 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.

### **5.0 SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS**

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor 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. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

### **6.0 TERM OF APPENDIX**

- 6.1 SBC MISSOURI will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue

in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

## **7.0 LIABILITY**

- 7.1 SBC MISSOURI will use commercially reasonable efforts to ensure the accuracy of the directory assistance listing information provided to CLEC. SBC MISSOURI makes no express or implied warranties whatsoever, including but not limited to warranties for merchantability or fitness for a particular purpose, 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.
- 7.3 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **8.0 PRICING**

- 8.1 The prices at which SBC MISSOURI agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Schedule Pricing.

## **ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)**

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC MISSOURI' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### **1.0 INTRODUCTION**

- 1.1 SBC MISSOURI publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC MISSOURI White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC MISSOURI will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### **2.0 SERVICE PROVIDED**

- 2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to SBC MISSOURI's listings database, CLEC will receive for its retail end users, one primary listing in SBC MISSOURI's White Pages directory and a listing in SBC MISSOURI's directory assistance database.
  - 2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC MISSOURI will assess CLEC a monthly charge for such listings at SBC MISSOURI tariff rates. An additional monthly charge at SBC MISSOURI's tariff rate applies when CLEC wishes to list a retail end user in SBC MISSOURI's Directory Assistance database but does not wish to have its retail end user listed in SBC MISSOURI's White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in SBC MISSOURI's White Pages directory for a monthly charge at SBC MISSOURI' tariff rate Resale Rates for those non-published, non-listed services.
  - 2.1.2 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to SBC MISSOURI subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory
- 2.3 CLEC will provide its subscriber listing information of its subscribers to SBC MISSOURI via a mechanical or manual feed of the directory listing information to SBC MISSOURI' Directory Listing database. SBC MISSOURI will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first.

Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC MISSOURI's subscriber listing information. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a retail end user. SBC MISSOURI shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

- 2.4 SBC MISSOURI will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC MISSOURI will provide daily electronic directory listing verification via SBC MISSOURI's White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully process on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC MISSOURI will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC MISSOURI will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC MISSOURI will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC MISSOURI of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of SBC MISSOURI's White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI subscribers during the annual delivery of newly published directories.
- 2.6.1 SBC MISSOURI will deliver one copy per primary retail end user listing of SBC MISSOURI' White Pages, as described in Section 2.6 above, at no charge. SBC MISSOURI has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC MISSOURI White Pages directory covering the geographic area(s) it is serving. This

page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC MISSOURI information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC MISSOURI the information page(s) in camera ready format. SBC MISSOURI will have the right to approve, and, with CLEC's agreement, SBC MISSOURI may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

- 2.8 SBC MISSOURI will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be a minimum size of: 4 column directories = 1 ½" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC MISSOURI the information, including CLEC's logo, to be published on the information page according to the instructions provided on SBC CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a SBC MISSOURI White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 SBC MISSOURI agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC MISSOURI's subscriber listing information. In exchange for SBC MISSOURI serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC MISSOURI to include and use the CLEC subscriber listing information provided to SBC MISSOURI pursuant to this Attachment in SBC MISSOURI's White Pages directory, SBC MISSOURI's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC MISSOURI's use of CLEC's subscriber listing information in SBC MISSOURI's directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. SBC MISSOURI will not bill or collect such license fees on CLEC's behalf. Except as stated herein, SBC MISSOURI will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will SBC MISSOURI authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. SBC MISSOURI will take the same measures to guard against unauthorized use of CLEC's listings as SBC MISSOURI takes to protect its own listings from unauthorized use, whether by SBC MISSOURI, its agents, employees or others.
- 3.2 SBC MISSOURI further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation from SBC MISSOURI for SBC MISSOURI's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC MISSOURI's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC MISSOURI.

**4.0 RATES**

Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

**5.0 LIABILITY**

- 5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **ATTACHMENT 20: CLEARINGHOUSE (CH)**

WHEREAS, SBC MISSOURI operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility-based CLECs; and,

WHEREAS, CLEC will participate in the CH on the terms set forth herein;

The Parties agree to the following:

### **1. CLEARINGHOUSE DESCRIPTION**

- 1.1 SBC MISSOURI operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs, including SBC MISSOURI and CLEC.

### **2. QUALIFYING MESSAGE CRITERIA**

- 2.1 The only toll call messages that qualify for submission to SBC MISSOURI for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Oklahoma or Missouri), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

### **3. RESPONSIBILITIES OF THE PARTIES**

- 3.1 CLEC agrees that it will provide SBC MISSOURI with billing records for CH processing that are in an industry standard format acceptable to SBC MISSOURI and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC MISSOURI's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC MISSOURI for CH processing, if needed.
- 3.3 SBC MISSOURI will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC MISSOURI, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SBC MISSOURI all CH Records required by SBC MISSOURI to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC MISSOURI will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.



- 3.5 Presently, in operating the CH, SBC MISSOURI relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

#### **4. PROCESSING CHARGE**

- 4.1 CLEC agrees to pay SBC MISSOURI a processing charge in consideration of SBC MISSOURI's performance of CH services. This charge is identified in Appendix Pricing – Schedule of Prices.

#### **5. BILLING CHARGE**

- 5.1 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including SBC MISSOURI, when SBC MISSOURI bills the message. This charge is identified in Appendix Pricing Schedule.

#### **6. SETTLEMENT REPORT**

- 6.1 SBC MISSOURI will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

#### **7. RETROACTIVE AND LOST MESSAGES**

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

#### **8. LIMITATION OF LIABILITY**

- 8.1 By agreeing to operate the CH, SBC MISSOURI assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC MISSOURI will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC MISSOURI may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 CLEC agrees to indemnify and hold SBC MISSOURI harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC MISSOURI's performance of CH processing pursuant to this Attachment.
- 8.3 SBC MISSOURI will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from

associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC MISSOURI. Any losses or damage for which SBC MISSOURI is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC MISSOURI receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## **9. DISCLAIMER OF WARRANTIES**

- 9.1 SBC MISSOURI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SBC MISSOURI ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to numbering resources consistent with the industry guidelines and with applicable law as administered by NANPA (North American Numbering Plan Administrator).

### 1. NUMBERING

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges. Pursuant to Alliance for Telecommunications Industry Solutions (ATIS) Guidelines for the Administration of Telephone Numbers, revised August 15, 2003 (INC 01-0515-028), the Parties agree "that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Exceptions exist, for example tariffed services such as foreign exchange service."
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. The Parties agree to perform such programming and updating within industry standard intervals, provided that both Parties have met the requirements established within ATIS-approved industry guidelines. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) and/or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Party's end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.6 During the term of this Agreement, where CLEC is utilizing its own switch to provide telecommunications services on its own behalf, or on the behalf of any customer of the CLEC, CLEC shall contact the North American Numbering Plan Administrator for the assignment of numbering resources.

### 2. NXX CODES

- 2.1 Each Party agrees to utilize NXX codes in a manner consistent with authorized industry standard rules and guidelines and any agency of governmental authority exercising appropriate jurisdiction.

### 3. CODE TRANSFER (A.K.A. NXX MIGRATION)

- 3.1 Code transfer, as described in industry guidelines (Industry Numbering Committee (INC) document INC 95-0407-008 "Central Office Code (NXX), Section 7), will be provided upon request. The Party that initiates a code transfer request from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER".

**ATTACHMENT 22: DA-FACILITIES BASED  
SBC MISSOURI -PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC MISSOURI agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

- 1.0 SBC MISSOURI will provide the following DA Services:
  - 1.1 Local DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC MISSOURI methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available.
  - 1.2 Directory Assistance Call Completion (DACC) service consists of SBC MISSOURI completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC MISSOURI will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
    - 1.2.1 SBC MISSOURI agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC MISSOURI's switch and where CLEC obtains DA service from SBC MISSOURI.
    - 1.2.2 Subsequent to the DA query and release of the DA call to SBC MISSOURI's IVS, SBC MISSOURI will deliver the DACC call with the required signaling and data to CLEC to complete the call.
    - 1.2.3 CLEC commits that SBC MISSOURI's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC MISSOURI from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC MISSOURI has interfered with any such contractual arrangement solely by virtue of SBC MISSOURI's provision of DACC to CLEC under this Attachment.
  - 1.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information (name, address, telephone numbers) outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 1.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number.
  - 1.5 Business Category Search (BCS). 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.
  - 1.6 Emergency Nonpublished Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC MISSOURI will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC MISSOURI operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC MISSOURI will leave the contact information.

**2.0 DEFINITIONS** - The following terms are defined as set forth below:

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC MISSOURI DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC MISSOURI DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SBC MISSOURI DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

**3.0 CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION**

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC MISSOURI will offer Call Branding of DA in the name of CLEC.
- 3.1.1 CLEC will provide SBC MISSOURI with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.2 SBC MISSOURI Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 3.3 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.
- 3.4 CLEC will inform SBC MISSOURI, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC MISSOURI updated Rate information in advance of when the Rates are to become effective.
- 3.5 In all cases when SBC MISSOURI receives a rate request from a CLEC end user, SBC MISSOURI will quote the Directory Assistance rates provided by CLEC.
- 3.6 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information.
- 3.7 SBC MISSOURI will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement.

- 3.8 Branding/Silent Announcement load charges are assessed per loaded recording, 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 Nonrecurring and are found in Pricing Schedule.
- 3.9 Rate/Reference load charges are assessed per loaded set of rates/references, per switch. (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 into each switch, each loading incurring the Rate/Reference charge). These charges are Nonrecurring and are found in Pricing Schedule.
- 3.10 CLEC shall designate which TOPS (Traffic Operator Position System) switches it wants loaded with Branding/Silent Announcement and Rate/References. (For point of reference, a single SBC MISSOURI TOPS switch usually covers an entire LATA. For more information, see CLEC online or consult your Account Manager.)

#### **4.0 RESPONSIBILITIES OF SBC MISSOURI**

- 4.1 SBC MISSOURI will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC MISSOURI.
- 4.2 SBC MISSOURI will provide and maintain its own equipment to furnish DA Services.
- 4.3 SBC MISSOURI will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC MISSOURI's current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC MISSOURI's customers, as documented in SBC MISSOURI's tariffs, including permitting multiple end user queries per directory assistance call.
- 4.4 SBC MISSOURI will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SBC MISSOURI will include current CLEC customer listing information in SBC MISSOURI's DA database.

#### **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC MISSOURI offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC MISSOURI serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SBC MISSOURI, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SBC MISSOURI to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SBC MISSOURI via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

- 6.4 Where CLEC chooses not to customize route the DA calls, CLEC agrees that SBC MISSOURI will be the sole provider of DA for one year from the effective date that SBC MISSOURI begins providing DA for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC MISSOURI's DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC MISSOURI DA services upon one hundred twenty (120) days advance written notice to SBC MISSOURI.

## **7.0 PRICING**

- 7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.

## **8.0 MONTHLY BILLING**

- 8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

## **9.0 LIABILITY**

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **ATTACHMENT 23: OS-FACILITIES BASED**

### **SBC MISSOURI PROVIDED LOCAL & INTRALATA OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC MISSOURI agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

#### **1.0 SERVICES** - SBC MISSOURI will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC MISSOURI Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

#### **2.0 CALL TYPES** - SBC MISSOURI will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Collect and Bill to Third-Number Service- This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment is one for which SBC MISSOURI can perform billing validation.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:



- 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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. This service may also include the following situations:
  - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
  - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC MISSOURI's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 2.7 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC, audibly and distinctly to the CLEC customer at the beginning of each OS call. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC MISSOURI will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request. For CLECs electing to purchase operator and directory assistance service from SBC MISSOURI, the CLEC may request either that SBC MISSOURI brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d).
  - 2.7.1 CLEC will provide SBC MISSOURI with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 2.8 SBC MISSOURI Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users.

### **3.0 OTHER OPERATOR ASSISTANCE SERVICES**

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC MISSOURI will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC MISSOURI the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties..
- 3.6 CLEC will inform SBC MISSOURI, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC MISSOURI updated Rate information in advance of when the Rates are to become effective.
- 3.7 In all cases when SBC MISSOURI receives a rate request from a CLEC end user, SBC MISSOURI will quote the Operator Services rates provided by CLEC.
- 3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.
- 3.9 In the event of an emergency request by a calling party, an Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC MISSOURI will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC MISSOURI operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC MISSOURI will leave the contact information.

### **4.0 RESPONSIBILITIES OF SBC MISSOURI**

- 4.1 SBC MISSOURI will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SBC MISSOURI to provide Operator Services to CLEC will be provided by SBC MISSOURI using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SBC MISSOURI will provide Operator Services in accordance with the operator methods and practices in effect for SBC MISSOURI at the time the call is made, unless otherwise agreed in writing by both Parties.

4.4 SBC MISSOURI will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

4.5 SBC MISSOURI will deliver the call with the required signaling and data to CLEC to complete the call.

## **5.0 RESPONSIBILITIES OF BOTH PARTIES**

5.1 The Party(ies) that provide the circuits between CLEC and SBC MISSOURI offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

## **6.0 RESPONSIBILITIES OF CLEC**

6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC MISSOURI serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish in writing to SBC MISSOURI, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC MISSOURI to provide the Service.

6.3 CLEC will furnish all records required by SBC MISSOURI to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC MISSOURI. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC MISSOURI. CLEC will keep this data current using procedures mutually agreed to by CLEC and SBC MISSOURI. CLEC will provide all data and changes to SBC MISSOURI in the mutually agreed to format(s).

6.4 Where CLEC chooses not to customize route the OS calls, CLEC agrees that SBC MISSOURI will be the sole provider of OS for one year from the effective date that SBC MISSOURI begins providing OS for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC MISSOURI's DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC MISSOURI DA services upon one hundred twenty (120) days advance written notice to SBC MISSOURI.

## **7.0 PRICING**

7.1 The rates for the Operator Services provided are outlined in the Appendix Pricing Schedule.

## **8.0 MONTHLY BILLING**

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

8.2 SBC MISSOURI will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

**9.0 LIABILITY**

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## ATTACHMENT 24: RECORDING-FACILITIES BASED

\*This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SBC MISSOURI will provide recording, message processing and message detail services as described in total in Exhibit I and Exhibit II attached hereto and made a part of this Attachment by reference.

### 1.0 DEFINITIONS

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 Access Usage Record (AUR) - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC MISSOURI and CLEC via the CMDS host.
- 1.4 Data Transmission - The forwarding by SBC MISSOURI of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 Exchange Message Interface (EMI) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA.)
- 1.7 Interexchange Carrier Transported - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - The creation of individual EMI formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - The company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files

---

\* Issue 1

for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC MISSOURI's internal network or national CMDs.

- 1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to an SBC MISSOURI SCP.
- 1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

## **2.0 RESPONSIBILITIES OF THE PARTIES**

- 2.1 SBC MISSOURI will record all IXC transported messages as specified by CLEC on Exhibit II that are carried over all Feature Group Switched Access Services that are available to SBC MISSOURI provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SBC MISSOURI-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC MISSOURI.
- 2.2 SBC MISSOURI will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SBC MISSOURI.
- 2.3 SBC MISSOURI will provide AURs that are generated by SBC MISSOURI.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC MISSOURI, during the billing period established by SBC MISSOURI and selected by CLEC from Appendix II.
- 2.5 Standard EMI record formats for the provision of access usage record detail will be established by SBC MISSOURI and provided to CLEC.
- 2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7 SBC MISSOURI will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.
- 2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC

MISSOURI reserves the right to limit the frequency of transmission to existing SBC MISSOURI processing and work schedules, (holidays, etc., i.e., holidays, weekends).

- 2.9 SBC MISSOURI and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC MISSOURI will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC MISSOURI.
- 2.11 SBC MISSOURI will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- \*2.12 Intentionally left blank.
- \*3.0 Intentionally left blank

#### **4.0 LOSS OF USAGE**

- 4.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- \*4.2 When SBC MISSOURI is notified that, due to error or omission, incomplete data has been provided to CLEC, SBC MISSOURI will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) days, SBC MISSOURI shall have no further obligation to recover the data and shall have no further liability to CLEC.
- 4.3 If, despite timely notification by the , CLEC, AUR detail is lost and unrecoverable as a direct result of SBC MISSOURI having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SBC MISSOURI will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC MISSOURI's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.
- \*4.4 SBC MISSOURI will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SBC MISSOURI.

---

\* Issue 2  
\* Issue 3  
\* Issue 4  
\* Issue 4

- \*4.5 In those instances where SBC MISSOURI realizes that, either because of a recording error or some other failure, data was lost or incomplete, SBC MISSOURI will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SBC MISSOURI, SBC MISSOURI will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC MISSOURI's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

## **5.0 INDEMNIFICATION**

- 5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **6.0 WARRANTIES**

- 6.1 SBC MISSOURI ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

---

\* Issue 4



## **EXHIBIT I SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

### **EXPLANATION OF SERVICE OPTIONS**

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #1: This option has been withdrawn.
- Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

#### **ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6: This option has been withdrawn.
- Option #7: This option has been withdrawn.

#### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

- Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9: This option has been withdrawn.
- Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.