

- 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 SWBT DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT 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 Rate Reference**
- 3.1 **Call Branding**
- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.
- 3.1.2 CLEC will provide SWBT 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 the Parties in branding their respective services.
- 3.1.3 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 3.1.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 22 DA-Fac.
- 3.2 **Rate Reference**

- 3.2.1 SWBT 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:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
- 3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 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 as provided in Section 7.0 Pricing of Attachment DA-Fac.
- 4.0 Responsibilities of SWBT**
- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT 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 SWBT will include current CLEC customer listing information in SWBT's DA database.

- 4.6 SWBT will forward with Directory Assistance 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.

**5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT 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.
- 5.2 The parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

**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 SWBT 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 SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT 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 SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

**7.0 Pricing**

- 7.1 The charges for Directory Assistance are as follows:

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7.1.1 A charge per DA call: \$0.3700

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$0.1500

7.2 Intentionally left blank

7.3 Pricing for branding of CLEC DA calls are as follows:

**Call Branding**

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

7.3.1 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one charge will apply per initial loading or subsequent change.

7.4 A charge for loading CLEC specific DA rates will apply for initial loads and subsequent changes as follows:

7.4.1 Rate for initial rate load per switch \$2,200.00

7.4.2 Rate per subsequent rate change: \$1,000.00

**8.0 Monthly Billing**

8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

**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.

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**ATTACHMENT 23: OS-FACILITIES BASED****SWBT-PROVIDED LOCAL & INTRALATA  
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT 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** - SWBT 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 SWBT 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 or to a third number.
  - 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.
  - 1.4 Definition:** Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.
- 2.0 Call Types** - SWBT will provide to CLEC the call types in Sections 2.1 through 2.7 below:
- 2.1 Fully Automated Station-to-Station** - 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 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 SWBT's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

**2.7 Call Branding/Rate Reference**

**2.7.1 Call Branding**

- 2.7.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC.
- 2.7.1.2 CLEC will provide SWBT 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 the Parties in branding their respective services.
- 2.7.1.3 SWBT will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

**2.7.2 Rate Reference**

- 2.7.2.1 SWBT Operator Services operators will provide Operator Services Rates Reference 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:
- 2.7.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this

Section, SWBT will brand the OS service provided to CLEC as SWBT OS service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

- 2.7.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective
- 2.7.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.
- 2.7.2.5 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 as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

### **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, SWBT 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 SWBT the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

### **4.0 Responsibilities of SWBT**

- 4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.



- 4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
- 4.6 SWBT will forward with 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.

**5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT 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 SWBT 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 SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).
- 6.4 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, CLEC agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator

Services and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the effective date of the provision of Operator Services pursuant to this Attachment OS-Fac.

## 7.0 Pricing

- 7.1 The rates for the Operator Services provided pursuant to this Attachment will be as follows (term and volume discounts available):

Operator Services Call Completion Services	
Operator Assisted and Semi-Auto per work sec.	\$0.0200
All Fully-Auto per call	\$0.1500

- 7.2 Pricing for branding of CLEC OS calls are as follows:

Call Branding	
Rate per initial load/change per TOPS switch per brand	\$3,000.00
Rate per branded call:	\$0.0250

- 7.2.1 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change.

- 7.3 A charge for loading CLEC specific OS rates will apply for initial loads and subsequent changes as follows:

7.3.1 Rate for initial load per switch:	\$2,200.00
7.3.2 Rate per subsequent rate change:	\$1,000.00

## 8.0 Monthly Billing

- 8.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

## 9.0 Liability

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- 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 SWBT will provide recording, message processing and message detail services as described in total in Appendix I Services and Associated Charges, and those services specially selected by CLEC when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision, at the rates set forth in Appendix III, Basis of Compensation. Appendix I, II and III are 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 Records (EMR) formatted billing data between SWBT and CLEC via the CMDS host.
- 1.4 **Data Transmission** - The forwarding by SWBT of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 **Exchange Message Record (EMR)** - 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 EMR 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 IXC's.
- 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 for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT'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 a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.
- 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 IXC's.
- 2.0 **Responsibilities of The Parties**
- 2.1 SWBT will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain

operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

- 2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.
- 2.3 SWBT will provide AURs that are generated by SWBT.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC from Appendix III-B.
- 2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT 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 SWBT will provide AUR detail to CLEC either on magnetic tapes or in data files, depending on the option contracted for by CLEC. Only one method may be selected by CLEC.
  - 2.7.1 Magnetic Tapes
    - 2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.
    - 2.7.1.2 CLEC will specify one of the following options for provision of tapes:
      - 2.7.1.2.1 SWBT will send the tapes to CLEC via first class U.S. Mail Services or an equivalent service of SWBT's choice, or
      - 2.7.1.2.2 CLEC will pick up the magnetic tapes at a location designated by SWBT.
      - 2.7.1.2.3 If, at the request of CLEC, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of CLEC.
  - 2.7.2 Data Files
    - 2.7.2.1 The AUR detail will be transmitted to CLEC in data files via data lines using software and hardware acceptable to the Parties.

- 2.8 In Appendix III, 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. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc., i.e., holidays, weekends)).
- 2.9 SWBT 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 SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by CLEC.
- 2.11 SWBT 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 CLEC and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as CLEC's CMDS Host. Should CLEC and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for CLEC, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming CLEC's CMDS Host. Applicable prices in such case can be found in the Appendix Pricing UNE - Schedule of Prices following Attachment 6.

### **3.0 Basis of Compensation**

- 3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for CLEC will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.
- 3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

### **4.0 Loss of Usage:**

- 4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT 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 thirty (30) days from the date the details initially were made available to CLEC. If written notification is not received within thirty (30) days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 4.2 If, despite timely notification by CLEC, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT 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, SWBT'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.
- 4.3 SWBT 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 SWBT.
- 4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT 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 SWBT, SWBT 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, SWBT'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

SWBT 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.



**APPENDIX I****EXPLANATION OF SERVICE OPTIONS**

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

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

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from CLEC end office telephone network and forwards both billable message detail records and AUR records to CLEC.
- Option #2:** SWBT 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 CLEC end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from CLEC end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

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

- Option #4:** CLEC Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #5:** CLEC Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for CLEC. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

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- Option #6:** CLEC Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. CLEC chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #7:** The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to CLEC. This situation occurs when CLEC has not signed a rating takeback waiver with the IXC.

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

- Option #8:** SWBT performs SSP function for CLEC end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** SWBT performs SSP function for CLEC end office. CLEC performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to CLEC. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.
- Option #10:** SWBT performs SCP function for CLEC. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

#### **TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS**

- Option #11:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #12:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

- Option #13:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #14:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.
- Option #15:** SWBT provides tandem function for CLEC. CLEC requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to CLEC.

**MESSAGE PROVISIONING;**

- Option #16:** SWBT will forward all IXC transported message detail records or access usage records to CLEC generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or CLEC. CLEC forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if CLEC has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to CLEC, or if CLEC has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to CLEC.

30. Measurement	
Percent Company Missed Due Dates Due To Lack Of Facilities	
Definition	
Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
Exclusions	
Excludes orders that are not N, T, or C.	
Business Rules	
<p>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.</p> <p>UNE Combinations are reported at order level. The lack of facilities is selected based on the missed reason code.</p>	
Levels of Disaggregation	
<p>POTS</p> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> <p>POTS / UNE Combination</p> <ul style="list-style-type: none"> <li>• &gt; 30 calendar days</li> <li>• &gt; 90 calendar days</li> </ul>	
Calculation	Report Structure
(Count of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SWBT Retail for POTS.
Measurement Type	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark	
<p>Resale POTS parity compared to SWBT (N, T, and C order types). UNE Combination Parity compared to SWBT (N, T, C order types).</p>	

31. Measurement	
Average Delay Days For Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed orders due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> <li>Excludes orders that are not N, T, or C.</li> <li>Excludes No Field Work (NFW).</li> </ul>	
Business Rules:	
<p>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.</p> <p>UNE Combinations are reported by the order which completes the service activity. The lack of facilities is based on the missed reason code.</p>	
Levels of Disaggregation:	
<p>POTS</p> <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> </ul> <p>UNE Combination - None</p>	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date})}{\text{(total \# of completed orders with a SWBT caused missed due date due to lack of facilities)}}$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
<p>Resale POTS parity between compared to SWBT (N, T, and C order types). UNE Combinations Parity between compared to SWBT (N, T, and C order types).</p>	

32. Measurement	
Average Delay Days For SWBT Caused Missed Due Dates.	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> <li>• Excludes company delayed orders as a result of lack of facilities.</li> </ul>	
Business Rules:	
<p>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity. Combinations are reported by the order that completes the service activity.</p>	
Order Combination:	
<p>POTS</p> <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> <p>UNE Combination</p> <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> </ul>	
Calculation:	
$\frac{\sum(\text{Completion date} - \text{due date}) + (\text{total \# of completed orders with a SWBT caused missed due date})}{\text{total \# of completed orders}}$	Reported for CLEC, all CLECs and SWBT.
Measurement Types:	
<p>Tier 1 – Medium</p> <p>Tier 2 – None</p>	
Benchmark:	
<p>Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).</p>	

PM 33 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

**PM 34 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00**



Measurement	
Percent POTS/UNE-P Trouble Report Within 10 Days (I-10) of Installation	
Definition	
Percent of N, T, C orders that receive an electronic or manual trouble report on or within 10 calendar days of service order completion.	
Exclusions	
<ul style="list-style-type: none"> <li>Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> <li>Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the trouble report is taken prior to completion of the service order.</li> <li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li> <li>Excludes trouble report received on the due date before service order completion.</li> </ul>	
Business Rules	
Includes reports received the day after SWBT personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.	
Levels of Disaggregation	
<p>N, T and C Orders</p> <p>POTS</p> <ul style="list-style-type: none"> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> <li>Business class of service</li> <li>Residence class of service</li> </ul> <p>UNE Combination</p> <ul style="list-style-type: none"> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> </ul>	
Calculation	Report Structure
(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT.
Measurement Type	
<p>Tier 1 – High</p> <p>Tier 2 – High</p>	

**Benchmark**

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).

35.1 Measurement (New Measure)	
Percent UNE-P Trouble Reports On the Completion Date	
Definition:	
Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.	
Exclusions:	
<ul style="list-style-type: none"> <li>Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> <li>Excludes disposition code "13" reports (excludable reports), with the exception of code 1316.</li> <li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li> </ul>	
Business Rules:	
Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> <li>UNE –P No Field Work (NFW)</li> </ul>	
Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.	

<b>36. Measurement</b>	
<b>Percent No Access (Service Orders With No Access)</b>	
<b>Definition:</b>	
Percent of Field Work (FW) orders with a status of "No Access."	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes customer caused misses. (SL – customer requests later date, SO – other customer reasons, SR – customer not ready).</li> <li>Excludes all orders that are not N, T, or C.</li> <li>No Field Work.</li> </ul>	
<b>Business Rules:</b>	
SWBT personnel set the "No Access" flag when access cannot be obtained to the customer's premises.	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> </ul> UNE Combination - None	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of orders that are No Access ÷ Total Field Work orders	Reported for CLEC, total CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types).	

**Maintenance**

<b>37. Measurement</b>	
<b>Trouble Report Rate</b>	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports per 100 lines.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li> <li>Excludes all disposition "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to completion of the service order.</li> </ul>	
<b>Business Rules:</b>	
CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> </ul> UNE Combination - None	
<b>Calculation:</b>	<b>Report Structure:</b>
[Total number of customer trouble reports ÷ (total lines ÷ 100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

SWAT Measurement (New Measure)	
Trouble Report Rate net of installation and repeat reports	
Definition	
The number of electronic or manual customer trouble reports per 100 lines.	
Exclusions	
<ul style="list-style-type: none"> <li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li> <li>Excludes all disposition "13" reports (excludable reports)</li> <li>Excludes trouble reports included in PM 35.</li> <li>Excludes trouble reports included in PM 41.</li> </ul>	
Business Rules	
CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.	
Exclusions/Disaggregation	
POTS <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> </ul> UNE Combination - None	
Calculation	Report Structure
$\frac{\text{[Total number of customer trouble reports]}}{\text{(total lines} \div 100\text{)}}$	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
Measurement Type	
Tier 1 – High Tier 2 – High	
Benchmark	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

38. Measurement	
Percent Missed Repair Commitments	
Definition	
Percent of trouble reports not cleared by the commitment time.	
Exclusions	
<ul style="list-style-type: none"> <li>Excludes all disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.</li> </ul>	
Business Rules	
<p>The commitment date and time is established when the repair report is received. The cleared time is the date and time that SWBT personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."</p>	
Levels of Disaggregation	
<p>POTS</p> <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> <li>Dispatch</li> <li>No Dispatch</li> </ul> <p>UNE Combination</p> <ul style="list-style-type: none"> <li>Dispatch</li> <li>No Dispatch</li> </ul>	
Calculation	Report Structure
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type	
<p>Tier 1 – High</p> <p>Tier 2 – High</p>	
Benchmark	
<p>POTS – Parity with SWBT Retail.</p> <p>UNE Combination – Parity with SWBT Business and Residence combined.</p>	

<b>40. Measurement</b>	
<b>Percent Out Of Service (OOS) &lt; 24 Hours</b>	
<b>Definition:</b>	
Percent of OOS trouble reports cleared in less than 24 hours.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.</li> <li>Excludes reports marked as "No Access" to customer premises.</li> <li>Excludes Affecting Service reports.</li> </ul>	
<b>Business Rules:</b>	
<p>Customer trouble reports are cleared within 24 hours when:</p> <ul style="list-style-type: none"> <li>The customer report is received Monday through Friday cleared within 24 hours.</li> <li>The customer report is received Saturday and cleared within 48 hours.</li> <li>The customer report is received Sunday and cleared before midnight Monday.</li> <li>Holidays are excluded.</li> </ul>	
<b>POTS</b>	
<ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> </ul>	
<b>UNE Combination - None</b>	
$\left( \frac{\text{Count of OOS trouble reports} < 24 \text{ hours}}{\text{total number of OOS trouble reports}} \right) * 100$	Reported by CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
<p>Tier 1 – Medium</p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
<p>POTS – Parity with SWBT Retail.</p> <p>UNE Combination – Parity with SWBT Business and Residence combined.</p>	