

## APPENDIX OS-RESALE

### SBC MISSOURI-PROVIDED LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC MISSOURI agrees to provide local and intraLATA operator services (Operator Services) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

- 1.0** SBC MISSOURI will provide the following three tiers of Operator Services:
  - 1.1** Fully-Automated Call Processing - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of an SBC MISSOURI Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SBC MISSOURI 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** SBC MISSOURI will provide to CLEC the call types in Sections 3.0 through 8.0 below:
- 3.0** 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:
  - 3.1** 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).
  - 3.2** When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - 3.3** When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
  - 3.4** 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 Appendix is one for which SBC MISSOURI can perform billing validation.
- 4.0** 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:

- 4.1 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).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 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:
  - 5.1 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.
  - 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 Call Branding - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's audibly and distinctly to the CLEC retail end user at the beginning of each OS call. In all cases, SBC MISSOURI will brand OS call in CLEC's name. 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). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.
  - 9.1 CLEC will provide SBC MISSOURI with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC or brand in silence at the CLECs request. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.
  - 9.2 SBC MISSOURI Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users.
- 10.0 **OTHER OPERATOR ASSISTANCE SERVICES**

- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 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 interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 Handling of Emergency Calls to Operator - SBC MISSOURI agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that SBC MISSOURI processes the same type of call for a SBC MISSOURI end user customer.
- 10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 10.5 Reference/Rater Information - are SBC MISSOURI's databases referenced by an SBC MISSOURI Operator for CLEC OS specific information as provided by the CLEC such as its business office, repair and OS rates.

#### **11.0 RESPONSIBILITIES OF THE PARTIES**

- 11.1 SBC MISSOURI will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 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.
- 11.3 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).
- 11.4 SBC MISSOURI will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement as necessary for CLEC to verify traffic volumes and bill its end users.

#### **12.0 METHODS AND PRACTICES**

- 12.1 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.

#### **13.0 PRICING**

- 13.1 Rates to be charged to CLEC by SBC MISSOURI for the Operator Services provided pursuant to this Appendix are set forth elsewhere in this Agreement.

#### **14.0 LIABILITY**

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

## **15.0 OPERATOR SERVICE (OS) REFERENCE/RATER INFORMATION**

- 15.1 For SBC MISSOURI' TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services, CLEC must provide CLEC Rate/Reference Information to SBC.
- 15.2 When an SBC MISSOURI Operator receives a rate request from a CLEC retail end user End User, where technically feasible and available, SBC MISSOURI will quote the applicable OS rates as provided by the CLEC.
- 15.3 CLEC must furnish OS Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC MISSOURI a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC retail end user End User and those applied to the call will be the CLEC's.
- 15.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for OS service (Custom Rates), or elect to duplicate the SBC MISSOURI' OS rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC MISSOURI Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC KANAS Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC MISSOURI changes its rates, SBC MISSOURI will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 15.5 below.
- 15.5 If CLEC utilizes Custom Rates and/or Mirror Rates, CLEC will inform SBC MISSOURI, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 15.6 An initial non-recurring charge will apply per state, per OCN, per TOPs switch for loading of CLEC's Custom or Mirrored OS Rate/Reference information. An additional non-recurring charge will apply per state, per OCN, per TOPs switch for each subsequent change to either the CLEC's Custom or Mirrored OS Rate or Reference information.

## **16.0 TERMS OF ATTACHMENT**

- 16.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever ever 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 OS services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC MISSOURI DA services upon one hundred-twenty (120) days advance written notice to SBC MISSOURI.
- 16.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC MISSOURI, within thirty (30) days of the issuance of any bills by SBC MISSOURI, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC MISSOURI pursuant to this Attachment prior to the

termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.