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# ATTACHMENT 06 - CUSTOMER INFORMATION SERVICES



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# 1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

### 1.2 OS/DA:

- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS and DA on a wholesale basis for CLEC End Users residing in <a href="Materials-AT&T-22STATE">AT&T-22STATE</a>'s local Exchange territory, regardless of whether CLEC is serving its End Users via:
  - 1.2.1.1 CLEC's own physical Switches,
  - 1.2.1.2 Resale of AT&T-22STATE Retail OS/DA service, or
  - 1.2.1.3 Leased Local Circuit Switching from **AT&T-22STATE**
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and <u>AT&T-22STATE</u> shall be the wholesale provider of OS/DA operations to CLEC. <u>AT&T-22STATE</u> shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
  - 1.2.2.1 When the End User dials 0- or 0+ the Telephone Number, <u>AT&T-22STATE</u> shall provide the Operator Services described in Section 3.4 below. CLEC is free to set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
  - 1.2.2.2 In response to End User inquiries about OS/DA rates, where technically feasible, <u>AT&T-22STATE</u> operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, <u>AT&T-22STATE</u>'s OS/DA operators shall direct the calling Party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Schedule based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.
  - 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Schedule.
  - 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

## 1.3 INW:

- 1.3.1 This Attachment also sets forth terms and conditions for INW for Facility-Based CLECs.
- 1.3.2 Where technically feasible and available, the <u>AT&T-22STATE</u> INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

#### 1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions for which CLEC agrees to purchase DAL information as provided by <u>AT&T-22STATE</u>.

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# 1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to switched-based CLECs for subscriber listing information in White Page directories provided by **AT&T-22STATE** owned ILEC and the CLEC.

# 2.0 Definitions

- 2.1 "CLEC Subscriber" means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.
- 2.2 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.
- 2.3 "Busy Line Verification (BLV)" means a service in which an operator asks the INW operator to verify a conversation in progress.
- 2.4 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an operator asks the INW operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 2.5 "Toll Center Code" means the three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.
- 2.6 "Operator Service Code (OPR SVC CODE)" means the operator dialable code assigned in the LERG for INW.
- 2.7 "Facilities-Based CLEC" A CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from **AT&T-22STATE** via a stand-alone agreement.

# 3.0 Operator Services (OS) / Directory Services (DA)

- 3.1 Dialing Parity:
  - 3.1.1 <u>AT&T-22STATE</u> will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with <u>AT&T-22STATE</u> retail OS/DA services.
- 3.2 Response Parity:
  - 3.2.1 CLEC's End Users shall be answered by <u>AT&T-22STATE</u>'s OS and DA platforms with the same priority and using the same methods as for <u>AT&T-22STATE</u>'s retail End Users.
  - 3.2.2 Any technical difficulties in reaching the <u>AT&T-22STATE</u> OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with <u>AT&T-22STATE</u> retail End Users served via that same <u>AT&T-22STATE</u> End Office Switch.
- 3.3 Requirements to Physically Interconnect:
  - 3.3.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with **AT&T-22STATE**'s OS/DA switches
  - 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access And Transport Area (LATA) within which the CLEC's OS/DA traffic originates.
    - 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

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- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the <u>AT&T-22STATE</u>'s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
  - 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
  - 3.3.3.2 Whether CLEC wishes to interconnect for only OS, or only DA, or both;
  - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an **AT&T-22STATE** Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
  - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the <u>AT&T-22STATE</u>'s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the <u>AT&T-22STATE</u>'s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from <u>AT&T-22STATE</u>'s intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
  - 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate <a href="AT&T-22STATE">AT&T-22STATE</a> OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, <a href="AT&T-22STATE">AT&T-22STATE</a> will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
  - 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the <u>AT&T-22STATE</u> End Offices to the <u>AT&T-22STATE</u> OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
  - 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each <a href="AT&T-22STATE">AT&T-22STATE</a> OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups, and their Requirements:
  - 3.3.6.1 OS Trunks:
    - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the <u>AT&T-22STATE</u> OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
  - 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:
    - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the <u>AT&T-22STATE</u> DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.



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- 3.3.6.2.2 In **AT&T-13STATE**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.3.6.2.3 In <u>AT&T SOUTHEAST REGION 9-STATE</u>, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:
  - 3.3.6.3.1 Where available, when CLEC wishes for <u>AT&T-22STATE</u> to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from <u>AT&T-22STATE</u>'s Operator Services switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

### 3.4 OS Offerings:

- 3.4.1 Operator Services Rate Structure:
  - 3.4.1.1 AT&T-22STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided a live Operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators where feasible). The Pricing Schedule contains the full set of OS recurring and nonrecurring rates.
- 3.4.2 Operator Services Call Processing:
  - 3.4.2.1 Whether manual or automated, <u>AT&T-22STATE</u> will provide the following services when processing a 0- or 0+ dialed call from CLEC's line, regardless of whether DA is also requested:
    - 3.4.2.1.1 General Assistance The End User dialing 0- or 0+, asks the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls e.g., handling emergency calls, handling credits etc.
    - 3.4.2.1.2 <u>Calling Card</u> The End User dialing 0- or 0+, provides the OS Operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.
    - 3.4.2.1.3 <u>Collect</u> The End User dialing 0- or 0+, asks the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
    - 3.4.2.1.4 <u>Third Number Billed</u> The End User dialing 0- or 0+, asks the OS Operator to bill the call to a different number than the calling or called number.
    - 3.4.2.1.5 <u>Person-To-Person Service</u> The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies

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- even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.4.2.1.6 Busy Line Verification - A service in which the End User dialing 0- asks the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- Busy Line Interrupt A service in which the End User dialing 0- asks the Operator 3.4.2.1.7 to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

#### 3.5 DA Offerings:

- 3.5.1 DA Rate Structure:
  - 3.5.1.1 AT&T-22STATE charges one rate for local DA, and a separate rate for all other DA products. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Schedule contains the recurring and nonrecurring rates.
- 3.5.2 DA Call Processing:
  - Where technically feasible and available, AT&T-22STATE will provide the following DA Services 3.5.2.1 when a CLEC End User served dials 411, 1-411, or 555-1212 regardless of whether CLEC also requests OS from AT&T-22STATE:
    - 3.5.2.1.1 Local Directory Assistance - Consists of providing published name, address and telephone number to the dialing End User.
    - 3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA End User, utilizing an automated voice system or with operator assistance.
    - 3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.
    - 3.5.2.1.4 Reverse Directory Assistance (RDA) - An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
    - 3.5.2.1.5 Business Category Search (BCS) - Where available, a service in which the End User may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e. Brand Announcement), Rates and Reference Information:
  - 3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. CLEC may custom brand or brand with silence.
    - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-22STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC OnLine website.

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- 3.6.1.2 <u>AT&T-22STATE</u> will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
- 3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having <u>AT&T-22STATE</u> load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
  - 3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
  - 3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold <u>AT&T-22STATE</u> harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.3 <a href="AT&T-22STATE">AT&T-22STATE</a> will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to <a href="AT&T-22STATE">AT&T-22STATE</a> retail End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Schedule.
- 3.6.5 Where Reference Rater is available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 3.6.6 Where Reference Rater is available, <u>AT&T-22STATE</u> will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 Rate/Reference load charges are assessed per loaded set of rates/references, where Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the Rate/Reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Schedule.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
  - 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in <a href="AT&T-22STATE">AT&T-22STATE</a> OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
  - 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-22STATE OS/DA switches for Resale and/or facilities-based service, then Non-Recurring

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Charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Schedule.

# 4.0 <u>Inward Assistance Operator Services (INW)</u>

- 4.1 Responsibilities of the Parties:
  - 4.1.1 To the extent that CLEC elects to interconnect with <u>AT&T-22STATE</u>'s operator assistance switches, the CLEC's responsibilities are described below.
  - 4.1.2 CLEC shall be financially responsible for the transport facilities to the <u>AT&T-22STATE</u>'s switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from <u>AT&T-22STATE</u>'s intrastate Special Access Tariff.
  - 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the **AT&T-22STATE** Operator assistance switch utilizing MF signaling.
- 4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by <u>AT&T-22STATE</u>. CLEC or its designated OS providers shall submit an ASR to <u>AT&T-22STATE</u> to establish any new interconnection trunking arrangements.
  - 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.
- 4.3 Specifics of INW Offering and Pricing:
  - 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the <u>AT&T-22STATE</u> Operator assistance switches. These codes are specific to the various <u>AT&T-22STATE</u> LATAs where <u>AT&T-22STATE</u> Operator assistance switches are located.
  - 4.3.2 <u>AT&T-22STATE</u> OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the <u>AT&T-22STATE</u> operator to the CLEC operator on an Inward basis.
  - 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
  - 4.3.4 **AT&T-22STATE** pricing for INW shall be based on the rates specified in the Pricing Schedule.
- 4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay <a href="AT&T-22STATE">AT&T-22STATE</a>, within thirty (30) calendar days of the issuance of any bills by <a href="AT&T-22STATE">AT&T-22STATE</a>, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by <a href="AT&T-22STATE">AT&T-22STATE</a> pursuant to this Attachment prior to its termination.
- 4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Schedule.

# 5.0 <u>Directory Assistance Listings (DAL)</u>

- 5.1 Responsibilities of the Parties:
  - 5.1.1 Where technically feasible and/or available, <u>AT&T-22STATE</u> will provide DAL information referred to as Directory Assistance Listing (DAL) in <u>AT&T SOUTHWEST REGION 5-STATE</u>, Directory Assistance Listing Information Service (DALIS) in <u>AT&T CALIFORNIA</u>, Dialing Parity Directory Listings (DPDL) in <u>AT&T CONNECTICUT</u>, Directory

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- Assistance List License (DALL) in <u>AT&T NEVADA</u> and Directory Assistance Database Services (DADS) in <u>AT&T SOUTHEAST REGION 9-STATE</u> (hereinafter collectively referred to as DAL).
- 5.1.2 <u>AT&T-22STATE</u> owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
- 5.1.3 <u>AT&T-22STATE</u> uses the DAL information in its database to provide directory assistance (DA) service to End Users who call **AT&T-22STATE**'s DA to obtain such information.
- 5.1.4 Inasmuch as <u>AT&T-22STATE</u> provides DA service under contract for ILECs and CLECs, <u>AT&T-22STATE</u>'s database also contains DAL information of other ILEC and CLEC telephone service subscribers.
- 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in <u>AT&T-22STATE</u>'s DA database.
- 5.1.6 <u>AT&T-22STATE</u> agrees to license requested DAL information contained in its database, under the following terms and conditions:
  - 5.1.6.1 <u>AT&T-22STATE</u> shall provide DAL information in a mutually acceptable format.
  - 5.1.6.2 <u>AT&T-22STATE</u> shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, <u>AT&T-22STATE</u> will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.
- 5.2 Product Specific Service Delivery Provisions:
  - 5.2.1 Use of DAL Information:
    - 5.2.1.1 CLEC may use the DAL 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 DAL.
    - 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 when available. The information provided for non-published telephone service subscribers can only be used for two (2) 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 telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.
- 5.3 Other:
  - 5.3.1 Pricing:
    - 5.3.1.1 The prices at which <u>AT&T-22STATE</u> agrees to provide CLEC with DAL are provided for in the Pricing Schedule.
  - 5.3.2 Breach of Contract:



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In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of <a href="AT&T-22STATE">AT&T-22STATE</a>'s DAL information.

#### 5.3.3 Term of DAL Service:

- 5.3.3.1 After twelve consecutive (12) months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay <u>AT&T-22STATE</u>, within thirty (30) calendar days of the issuance of any bills by <u>AT&T-22STATE</u>, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by <u>AT&T-22STATE</u> for that associated with the provision of the DAL database.

### 5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by <u>AT&T-22STATE</u>.

# 6.0 White Pages

- 6.1 General Provisions:
  - 6.1.1 <u>AT&T-22STATE</u> will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described herein.
  - 6.1.2 <a href="AT&T-22STATE">AT&T-22STATE</a> publishes alphabetical White Pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in <a href="AT&T-22STATE">AT&T-22STATE</a> White Pages directories.

### 6.2 Responsibilities of the Parties:

- Subject to <a href="AT&T-22STATE">AT&T-22STATE</a> in clude in appropriate White Pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and <a href="AT&T-22STATE">AT&T-22STATE</a> practices are subject to change from time to time. When CLEC provides its subscriber listing information to <a href="AT&T-22STATE">AT&T-22STATE</a> listings database, CLEC will receive for its End User, one primary listing in <a href="AT&T-22STATE">AT&T-22STATE</a> White Pages directory and a listing in <a href="AT&T-22STATE">AT&T-22STATE</a> s DA database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.
  - 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a>, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in

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**AT&T-22STATE**'s tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

- 6.2.1.2 Listing Information Confidentiality:
  - 6.2.1.2.1 <u>AT&T-22STATE</u> will afford CLEC's directory listing information the same level of confidentiality that **AT&T-22STATE** affords its own directory listing information.
- 6.2.1.3 Unlisted/Non-Published End Users:
  - 6.2.1.3.1 CLEC will provide to <a href="AT&T-22STATE">AT&T-22STATE</a> the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Schedule.
- 6.2.1.4 Additional, Designer and other Listings:
  - 6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the White Pages directory, <u>AT&T-22STATE</u> will offer such listings at rates as set forth in the Pricing Schedule.
- 6.2.2 CLEC shall furnish to <u>AT&T-22STATE</u> subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as <u>AT&T-22STATE</u> may require to prepare and print the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC OnLine website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to <a href="AT&T-22STATE">AT&T-22STATE</a> via a mechanical or manual feed of the directory listing information to <a href="AT&T-22STATE">AT&T-22STATE</a> Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among <a href="AT&T-22STATE">AT&T-22STATE</a>'s subscriber listing information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- Through the normal course of business, End Users may notify <u>AT&T-22STATE</u>, or its publishing Affiliate, of inaccurate or incomplete listing information. In such instance <u>AT&T-22STATE</u>, or its publishing Affiliate, shall take appropriate action, as directed by the End User, to update the listing. <u>AT&T-22STATE</u>, or its publishing Affiliate, shall also inform CLEC of the deficiency and direct CLEC to send a listing update with the information necessary to make the End User Listing accurate and complete. CLEC shall respond within five (5) Business Days to such direction from <u>AT&T-22STATE</u>, or its publishing Affiliate.
- 6.2.5 Distribution of Directories:
  - 6.2.5.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of <u>AT&T-22STATE</u> White Pages directory in the same manner, format and at the same time that they are delivered to <u>AT&T-22STATE</u>'s subscribers during the annual delivery of newly published directories.
    - 6.2.5.1.1 <u>AT&T CONNECTICUT</u> White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

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- 6.2.5.2 <u>AT&T-22STATE</u> has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.
- 6.2.5.3 CLEC may arrange for additional directory distribution and other services with <u>AT&T-22STATE</u>'s directory publishing Affiliate pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 6.2.6 <a href="AT&T-22STATE">AT&T-22STATE</a> shall direct its directory publishing Affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information. <a href="AT&T-22STATE">AT&T-22STATE</a>'s directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 6.2.7 Use of Subscriber Listing Information:
  - AT&T-22STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-22STATE's subscriber listing information. In exchange for AT&T-22STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-22STATE to include and use the CLEC subscriber listing information provided to AT&T-22STATE pursuant to this Attachment in AT&T-22STATE's White Pages directory, AT&T-22STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-22STATE's use of CLEC's subscriber listing information in AT&T-22STATE's DA, DA related products and services, and directory publishing products and services.
  - AT&T-22STATE 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's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for <a href="AT&T-22STATE">AT&T-22STATE</a>'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 <a href="AT&T-22STATE">AT&T-22STATE</a>'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by <a href="AT&T-22STATE">AT&T-22STATE</a>.
- 6.2.8 CLEC further agrees to pay all costs incurred by <u>AT&T-22STATE</u> and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 6.2.9 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 6.2.10 Breach of Contract:
  - 6.2.10.1 If either Party is found to have materially breached the White Pages directory terms of this Attachment, the non-breaching Party may terminate the White Pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of <a href="AT&T-22STATE">AT&T-22STATE</a>'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by <a href="AT&T-22STATE">AT&T-22STATE</a> and/or its Affiliates as a result of such CLEC breach.