

ATTACHMENT 24: RECORDING-FACILITIES BASED

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

1.0 DEFINITIONS

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

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

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- 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 SBC MISSOURI's internal network or national CMD5.
- 1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to an SBC MISSOURI SCP.
- 1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2.0 RESPONSIBILITIES OF THE PARTIES

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

- 2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC MISSOURI reserves the right to limit the frequency of transmission to existing SBC MISSOURI processing and work schedules, (holidays, etc., i.e., holidays, weekends).
- 2.9 SBC MISSOURI and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC MISSOURI will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC MISSOURI.
- 2.11 SBC MISSOURI will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- *2.12 Intentionally left blank.
- *3.0 Intentionally left blank

4.0 LOSS OF USAGE

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

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- *4.4 SBC MISSOURI will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SBC MISSOURI.
- *4.5 In those instances where SBC MISSOURI realizes that, either because of a recording error or some other failure, data was lost or incomplete, SBC MISSOURI will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SBC MISSOURI, SBC MISSOURI will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC MISSOURI's liability to CLEC will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 INDEMNIFICATION

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

6.0 WARRANTIES

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

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EXHIBIT I SERVICES

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

EXPLANATION OF SERVICE OPTIONS

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

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

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

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company 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. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II
INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29