

# APPENDIX DA

**TABLE OF CONTENTS**

1. INTRODUCTION.....3

2. SERVICES.....3

3. DEFINITIONS .....3

4. CALL BRANDING .....3

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION.....4

6. RESPONSIBILITIES OF THE PARTIES .....4

7. METHODS AND PRACTICES.....5

8. PRICING .....6

9. MONTHLY BILLING .....6

10. LIABILITY.....6

11. TERMS OF APPENDIX .....6

## APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

### 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide the following DA Services:
  - 2.1.1 DIRECTORY ASSISTANCE (DA)
    - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.
  - 2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)
    - 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.
  - 2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)
    - 2.1.3.1 **SBC WISCONSIN** - provided service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 2.1.4 REVERSE DIRECTORY ASSISTANCE (RDA)
    - 2.1.4.1 **SBC-WISCONSIN - An informational service.** Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

### 3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:
  - 3.1.1 **"Non-List Telephone Number or DA only Telephone Number"** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
  - 3.1.2 **"Non-Published Number"** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
  - 3.1.3 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

### 4. CALL BRANDING

- 4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

- 4.1.1 Where technically feasible and/or available, **SBC WISCONSIN** will brand DA in CLEC's name based upon the criteria outlined below:
- 4.1.1.1 Where **SBC WISCONSIN** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC WISCONSIN** is only providing DA service on behalf of the CLEC, the calls will be branded.
- 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.1.1.3 **SBC WISCONSIN** - CLEC will provide written specifications of its company name to be used by **SBC WISCONSIN** to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.1.4 A CLEC purchasing **SBC WISCONSIN** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC WISCONSIN** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.1.5 Branding Load Charges:
- 4.1.1.5.1 **SBC WISCONSIN** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC WISCONSIN** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC WISCONSIN** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.1.1.5.2 Silent branding has the same requirements and rates as addressed in 4.1.1.5.1

## 5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

- 5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.
- 5.1.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:
- 5.1.1.1 CLEC will furnish DA Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
- 5.1.1.2 CLEC will inform **SBC WISCONSIN** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater information.
- 5.1.1.4 Where technically feasible and/or available, when an **SBC WISCONSIN** Operator receives a rate request from a CLEC End User, **SBC WISCONSIN** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC WISCONSIN** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC WISCONSIN Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC WISCONSIN, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to SBC WISCONSIN a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide SBC WISCONSIN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to SBC WISCONSIN for inclusion in SBC WISCONSIN DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that SBC WISCONSIN may utilize CLEC's End User's listings contained in SBC WISCONSIN directory assistance database in providing existing and future SBC WISCONSIN directory assistance or DA related services.
- 6.8 CLEC further agrees that SBC WISCONSIN can release CLEC's directory assistance listings stored in SBC WISCONSIN directory assistance database to competing providers.
- 6.9 SBC WISCONSIN may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the SBC WISCONSIN Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that SBC WISCONSIN may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.
- 6.10 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise SBC WISCONSIN that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, SBC WISCONSIN will remove the temporary listing from the DA database and the listing will remain as is. SBC WISCONSIN will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.
- 6.11 CLEC agrees SBC WISCONSIN has no obligation to verify a DA listing and assumes no responsibility to identify errors. SBC WISCONSIN will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees SBC WISCONSIN has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that SBC WISCONSIN shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold SBC WISCONSIN harmless from any and all third party claims arising from SBC WISCONSIN temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where SBC WISCONSIN acted with gross negligence or willful misconduct.

## 7. METHODS AND PRACTICES

- 7.1 SBC WISCONSIN will provide DA Services to CLEC's End Users in accordance with SBC WISCONSIN DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both Parties.

## 8. PRICING

- 8.1 The prices at which SBC WISCONSIN agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, SBC WISCONSIN may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

## 9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 SBC WISCONSIN will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

## 10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC WISCONSIN from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC WISCONSIN employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

## 11. TERMS OF APPENDIX

- 11.1 This Appendix 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 Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC WISCONSIN within thirty (30) days of the issuance of any bills by SBC WISCONSIN amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC WISCONSIN pursuant to this Appendix prior to its termination.