

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC WISCONSIN** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 As used herein, **SBC WISCONSIN**, and means the applicable above listed ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“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).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC WISCONSIN** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **SBC WISCONSIN** of IXC transported toll message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface”- (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“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.

- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or 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 message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Non-Recording Company”** - the company that **does not** perform the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.13 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.14 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record 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 WISCONSIN's internal network or national CMDS.
- 2.15 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.16 **“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 converted to EMI layout.
- 2.17 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.18 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.19 **“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.
- 2.20 **“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 WISCONSIN SCP.
- 2.21 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC WISCONSIN will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC WISCONSIN provided recording

equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC WISCONSIN provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC WISCONSIN.

- 3.2 SBC WISCONSIN will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC WISCONSIN.
- 3.3 SBC WISCONSIN will provide Access Usage Records that are generated by SBC WISCONSIN.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC WISCONSIN, during the billing period established by SBC WISCONSIN and selected by CLEC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC WISCONSIN and provided to CLEC.
- 3.6 Recorded billable message detail and Access Usage Record 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.
- 3.7 SBC WISCONSIN will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC WISCONSIN reserves the right to limit the frequency of transmission to existing SBC WISCONSIN processing and work schedules, holidays, etc.
- 3.9 SBC WISCONSIN will determine the number of data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or Access Usage Record detail previously provided CLEC and lost or destroyed through no fault of SBC WISCONSIN will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC WISCONSIN.
- 3.11 When SBC WISCONSIN receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SBC WISCONSIN will forward those messages to CLEC.
- 3.12 SBC WISCONSIN will record the applicable detail necessary to generate Access Usage Records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 SBC WISCONSIN as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company agrees to provide any and all Access Usage Records (AURs) required by SBC WISCONSIN on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 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.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company 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 the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the Non-Recording Company, message detail is lost and unrecoverable as a direct result of Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties 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, Recording Company's liability shall 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 message detail.
- 5.4 Neither Party will be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data by either Party.
- 5.5 The CLEC agrees to defend, indemnify, and hold harmless **SBC WISCONSIN** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or End Users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.
- 5.6 The 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(s), caused or claimed to be caused, directly or indirectly, by **SBC WISCONSIN** employees and equipment associated with provision of this service to CLEC. This includes, but is not limited to, suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC WISCONSIN** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC WISCONSIN** 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.

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.

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

Option #3: 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 #4: 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 #5: This option has been withdrawn.

Option #6: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #7: 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 #8: This option has been withdrawn.

Option 9: 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 10:** 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 11:** 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 12:** 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 13:** 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 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. 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.)

Form SW-1733-III-B

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 Wisconsin. A file will be created approximately 3 to 5 workdays after the chosen bill date.

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