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November 2, 2016

Ms. Carlotta S. Stauffer  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Amendment to the Resale Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Verizon Select Services Inc.

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Resale Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Verizon Select Services Inc. The underlying agreement was filed on August 22, 2005 in Docket Number 050560-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,  
AT&T GEORGIA AND AT&T NORTH CAROLINA**

**AND**

**VERIZON SELECT SERVICES INC.**



Signature: eSigned - Dan Higgins

Signature: eSigned - William A. Bockelman

Name: eSigned - Dan Higgins  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: AVP Verizon Partner Solutions  
(Print or Type)

Title: Director  
(Print or Type)

Date: 12 Oct 2016

Date: 12 Oct 2016

Verizon Select Services Inc.

BellSouth Telecommunications, LLC d/b/a AT&T  
FLORIDA, AT&T GEORGIA and AT&T NORTH  
CAROLINA by AT&T Services, Inc., its authorized  
agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
VERIZON SELECT SERVICES INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA AND AT&T  
NORTH CAROLINA**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

**WHEREAS**, the Parties desire to modify certain provisions related to Customer Information Services (CIS) or Operator Services and Directory Assistance (OS/DA).

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions contained within, Exhibit A – Attachment - Operator Services and Directory Assistance Resale and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
3. **Lifeline and Link Up Services**
  - 3.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement.
4. **Operator Services and Directory Assistance (OS/DA)**
  - 4.1. With the exception of 4.2 herein, delete all rates, terms and conditions pertaining to Operator Services and Directory Assistance, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
  - 4.2. Add Attachment - Operator Services and Directory Assistance (OS/DA) Resale, attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
  - 4.3. For Resale service, AT&T will provide Operator Services and Directory Assistance services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
  - 4.4. CLEC is solely responsible for the payment of all charges for all services furnished under Attachment - Operator Services and Directory Assistance (OS/DA) Resale, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
  - 4.5. Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be

passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

- 4.6. AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under Attachment - Operator Services and Directory Assistance (OS/DA) Resale will be billed directly to CLEC and shall be the responsibility of CLEC.
- 4.7. Charges billed to CLEC for all services provided under Attachment - Operator Services and Directory Assistance (OS/DA) Resale shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 4.8. If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under Attachment - Operator Services and Directory Assistance (OS/DA) Resale and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. The Parties agree to replace Section 19 from the Agreement with the following language:

**19 Notices**

- 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 19.1.1 delivered by electronic mail (email).
  - 19.1.2 delivered by facsimile.
- 19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.
  - 19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.
- 19.3 Notices will be deemed given as of the earliest of:
  - 19.3.1 the date of actual receipt.
  - 19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
  - 19.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dan Higgins AVP Verizon Partner Solutions

STREET ADDRESS	1 Verizon Way, Floor 02 Room VC22E009
CITY, STATE, ZIP CODE	Basking Ridge, NJ 07920
PHONE NUMBER*	908.559.1770
FACSIMILE NUMBER	NA
EMAIL ADDRESS	daniel.higgins@verizon.com

AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - 19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
  - 19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. The Parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:
  - “AT&T-21STATE” means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
  - “AT&T SOUTHEAST REGION 9-STATE” means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
  - “AT&T FLORIDA” means the AT&T owned ILEC doing business in Florida.
  - “AT&T GEORGIA” means the AT&T owned ILEC doing business in Georgia.
  - “AT&T NORTH CAROLINA” means the AT&T owned ILEC doing business in North Carolina.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Florida, Georgia, North Carolina: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Verizon Select Services Inc.	Resale Only	<b>11/21/05</b>
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Verizon Select Services Inc.	Resale Only	<b>10/19/05</b>
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Verizon Select Services Inc.	Resale Only	<b>10/6/05</b>

**ATTACHMENT 04 – OPERATOR SERVICES AND  
DIRECTORY ASSISTANCE  
(f/k/a CUSTOMER INFORMATION SERVICES)**

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## 1.0 INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings to CLEC for use with Resale services purchased pursuant to this Agreement.
- 1.2 Operator Services/Directory Assistance:
- 1.2.1 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.1.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.1.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.5 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.5 below).
- 1.2.2 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a reseller.
- 1.2.2.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service.
- 1.2.2.2 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 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale for subscriber listing information provided by AT&T-21STATE.

## 2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.
- 2.3 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.4 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

## 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:

- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
  - 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Operator Services Call Processing and Rates:
- 3.3.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
  - 3.3.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.4 Directory Assistance Call Processing and Rates:
- 3.4.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
  - 3.4.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:
    - 3.4.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
    - 3.4.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
    - 3.4.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
    - 3.4.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
    - 3.4.2.5 Business Category Search (BCS) - A service whereby callers 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.
- 3.5 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:
- 3.5.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
    - 3.5.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
    - 3.5.1.2 AT&T-21STATE 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.
    - 3.5.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

- 3.5.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.5.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.5.3 Branding 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 facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.5.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.5.5 Where CRR is available and technically feasible, AT&T-21STATE 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.
- 3.5.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its facilities-based 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 Sheet.
- 3.5.7 Converting End Users from prior branded service to CLEC or silent-branded service:
- 3.5.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for Resale, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service.
- 3.5.7.2 To the extent that CLEC has not established the branding announcement recording in the AT&T-21STATE OS/DA switches for Resale, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.5, and at the rates set forth in the Pricing Sheet.

## 4.0 LISTINGS

### 4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE’s practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

### 4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE’s practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE’s DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T

SOUTHEAST REGION 9-STATE, 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 AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

- 4.2.1.2 Listing Information Confidentiality:
  - 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
  - 4.2.1.3.1 CLEC will provide to AT&T-21STATE 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 AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.
- 4.2.1.4 Additional Listings:
  - 4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's 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 AT&T-21STATE'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.
- 4.2.3 Use of Subscriber Listing Information:
  - 4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE 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-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE 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-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

- 4.2.3.2 AT&T-21STATE 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 AT&T-21STATE'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 interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 4.2.4 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.5 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.
- 4.2.6 Breach of Contract:
- 4.2.6.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings 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 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 AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.7 General Conditions for Listings:
- 4.2.7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.7.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.
- 5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**
- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, 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 AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.
- 6.0 TERMINATION – ENTIRE ATTACHMENT – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES**
- 6.1 Either Party may suspend or terminate, without penalty, this Attachment in its entirety on ninety (90) days' written notice. Absent such written notice, the Attachment will be coterminous with the ICA.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	FL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			call attempt
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Call				1.00			call
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN