

## **ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION**

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) SBC MISSOURI agrees to license its Directory Assistance Listing Information to CLEC.

### **1.0 INTRODUCTION**

- 1.1 SBC MISSOURI owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SBC MISSOURI uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SBC MISSOURI's DA office to obtain such information.
- 1.3 CLEC, or its agent, wishes to provide DA service to CLEC's retail end users, and therefore, wishes to load its database with directory assistance listings contained in SBC MISSOURI's DA database.
- 1.4 Inasmuch as SBC MISSOURI provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC MISSOURI's database also contains directory assistance listing information for other ILEC and CLEC retail end users.

### **2.0 SERVICE PROVIDED**

- 2.1 SBC MISSOURI agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC MISSOURI shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC MISSOURI shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC MISSOURI will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 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. The information provided for non-published customers can only be used for two 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 customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. CLEC may use the directory assistance listing 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 directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.
- 3.3 Emergency Notification for Non-Published Telephone Numbers – SBC MISSOURI shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any retail end user with a non-published listing in SBC MISSOURI's DA database will be notified that a CLEC retail end user is attempting to contact the non-published party in the event of an emergency.
  - 3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a SBC MISSOURI operator via a pre-designated contact number.
  - 3.3.2 SBC MISSOURI will verify the listing of the non-published party at the time the CLEC operator requests service. SBC MISSOURI will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC MISSOURI operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC MISSOURI will leave the contact information.
  - 3.3.3 SBC MISSOURI will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.
  - 3.3.4 Only calls identified as an emergency will be forwarded to SBC MISSOURI for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

### **4.0 ASSIGNMENT**

- 4.1 The directory assistance listings provided by SBC MISSOURI shall remain the property of SBC MISSOURI. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

### **5.0 SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS**

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

### **6.0 TERM OF APPENDIX**

- 6.1 SBC MISSOURI will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue

in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

## **7.0 LIABILITY**

- 7.1 SBC MISSOURI will use commercially reasonable efforts to ensure the accuracy of the directory assistance listing information provided to CLEC. SBC MISSOURI makes no express or implied warranties whatsoever, including but not limited to warranties for merchantability or fitness for a particular purpose, regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an “as-is” basis with all faults, errors and omissions, if any.
- 7.3 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.

## **8.0 PRICING**

- 8.1 The prices at which SBC MISSOURI agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Schedule Pricing.