

APPENDIX DAL

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APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions pursuant to which the applicable SBC Communications Inc. owned Incumbent Local Exchange Carrier (ILEC) agrees to license its subscriber listing information to LEVEL 3 Communications, LLC (LEVEL 3).
- 1.2 The prices at which SBC-13STATE agrees to provide LEVEL 3 with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance, Directory Assistance Listing, Directory Assistance Listing Information Service (DALIS), and Dialing Parity Directory Listings (herein after collectively referred to as DAL):
 - 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SBC-13STATE's DA to obtain such information.
 - 2.1.3 In as much as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.
 - 2.1.4 LEVEL 3, or its agent, wishes to provide DA service to LEVEL 3's End Users located in the LEVEL 3's service area, and therefore, wishes to load its database with directory assistance listings contained in SBC-13STATE's DA database.
 - 2.1.5 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.
 - 2.1.5.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to **LEVEL 3** via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to **LEVEL 3** the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 **LEVEL 3** may use the directory assistance listing information licensed and provided pursuant to this Appendix 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.

2.2.2 Upon termination of the Agreement, **LEVEL 3** shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 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 **LEVEL 3**'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, **LEVEL 3** may verify the listing by matching the caller-provided address with the address in **LEVEL 3**'s dates. **LEVEL 3** may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. **LEVEL 3** can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. **LEVEL 3**, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures **LEVEL 3** uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied.

Further should LEVEL 3 breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

- 5.1 Other than the representations made in this Appendix, SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to LEVEL 3. LEVEL 3 agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 LEVEL 3 hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 LEVEL 3 shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. LEVEL 3 shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LEVEL 3 and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE will assume and undertake its own defense, and assist in the defense of LEVEL 3.

6. TERM OF APPENDIX

- 6.1 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 (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.