

APPENDIX WHITE PAGES

Bold font represents SBC MISSOURI language opposed by CHARTER.
Underline font represents CHARTER language opposed by SBC MISSOURI.

EXHIBIT B-1

TABLE OF CONTENTS

1. INTRODUCTION	3
2. SERVICE PROVIDED.....	4
3. USE OF SUBSCRIBER LISTING INFORMATION.....	6
4. PRICING	7
5. LIABILITY.....	7
6. BREACH OF CONTRACT.....	8

APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories 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 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 d/b/a SBC Connecticut, 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 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILE C(s) doing business in California and Nevada.
- 1.4 SBC-4STATE - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 SBC-7STATE - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 SBC-8STATE - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 SBC-10STATE - As used herein, SBC-10STATE means SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 SBC CALIFORNIA – As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

Bold font represents SBC MISSOURI language opposed by CHARTER.

Underline font represents CHARTER language opposed by SBC MISSOURI.

- 1.13 SBC KANSAS - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 SBC ILLINOIS - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 SBC INDIANA - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 SBC MICHIGAN - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 SBC MISSOURI - As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 SBC OHIO - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 SBC OKLAHOMA - As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 SBC TEXAS – As used herein, SBC TEXAS means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 SBC WISCONSIN - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 SBC-13STATE publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in all or a portion of the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate SBC-13STATE White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 SBC-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to SBC-13STATE's commercially reasonable practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC-13STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC-13STATE listings database, CLEC will receive for

its End User, one primary listing in SBC-13STATE White Pages directory and a listing in SBC-13STATE's directory assistance database.

2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC-13STATE will assess CLEC a monthly charge for such listings at SBC-13STATE tariff rates. An additional monthly charge at SBC-13STATE's tariff rate applies when CLEC wishes to list an End User in SBC-13STATE's Directory Assistance database but does not wish to have its End User listed in SBC-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC-13STATE's White Pages directory for a monthly charge at SBC-13STATE's tariff rate for those non-published, non-listed services.

2.4.1.1 In SBC SOUTHWEST REGION 5-STATE switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.

2.5 CLEC shall furnish to SBC-13STATE, in a form reasonably acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-13STATE may reasonably require to prepare and print the alphabetical listings of said directory.

2.6 CLEC will provide accurate subscriber listing information of its subscribers to SBC-13STATE via a mechanical or manual feed of the directory listing information to SBC-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a commercially reasonable and mutually agreeable mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC-13STATE's subscriber listing information without identification that would permit SBC-13STATE or any third party to identify CLEC's End User's for purposes of marketing to them as such End Users, whether for purposes of winning their business from CLEC or otherwise. See CLEC Online web site for methods, procedures, and ordering information. CLEC will use commercially reasonable efforts to 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 Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, SBC-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.

2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, SBC MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, as the Parties may reasonably agree, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 In SBC-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC-8STATE's White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's subscribers during the annual delivery of newly published directories.

- 2.7.1.1 SBC-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
- 2.7.1.2 SBC CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.2 SBC MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLECs' End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 SBC-13STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with SBC-13STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval, not to be unreasonably delayed or withheld. In those directories in which SBC-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 SBC MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for SBC MIDWEST REGION 5-STATE and other LECs. SBC MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to SBC MIDWEST REGION 5-STATE.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, pursuant to Section 2.1 of this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than SBC SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC-13STATE's subscriber listing information. In exchange for SBC-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC-13STATE to include and use the CLEC subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's White Pages directory, SBC-13STATE's directory assistance databases, and to provide CLEC subscriber listing

Bold font represents SBC MISSOURI language opposed by CHARTER.

Underline font represents CHARTER language opposed by SBC MISSOURI.

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 SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 SBC-13STATE 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 Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC-13STATE'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 intermingled with SBC-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC-13STATE.

4. PRICING

- 4.1 SBC-7STATE will deliver one copy per primary End User listing of SBC-7STATE White Pages, as described in Section 2.7 above, at no charge. SBC-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for SBC CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 SBC MIDWEST REGION 5-STATE - The rates, if any, for SBC MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with SBC MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information to the extent that such errors or omissions are included in the information CLEC provides as provided to SBC-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. This release does not apply to liability arising from errors or omissions caused by SBC-13STATE's negligence or intentional misconduct. Irrespective of liability, SBC-13STATE shall provide all commercially reasonable assistance and cooperation reasonably necessary to promptly correct directory errors arising from the erroneous publication in printed directories, or inclusion in directory assistance databases, of unlisted, unpublished, and/or nonpublished names, addresses, or numbers that should not have been so included.
- 5.2 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (and/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 any error or omission in CLEC's subscriber listing information arising from CLEC's act or omission, including any error or omission related to non-published or non-listed subscriber listing information. This indemnity shall not apply with respect to directory errors or omissions attributable to SBC-13STATE's negligent or intentional act or omission not attributable to the fault of CLEC. The indemnity, when it applies, shall apply **CLEC shall so indemnify** regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC 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 CLEC's subscriber listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-13STATE for reasonable

Bold font represents SBC MISSOURI language opposed by CHARTER.

Underline font represents CHARTER language opposed by SBC MISSOURI.

attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.

5.3 Each Party **CLEC** further agrees to pay all costs incurred by the other Party SBC-13STATE and/or the other Party's **its** affiliates as a result of that Party failing to **CLEC not comply complying** with the terms of this Appendix.

5.4 This Appendix 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. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice. This remedy shall be in cumulative of, and not exclusive of, any other remedies available to either Party under this Appendix, under the Parties' underlying Agreement, or otherwise at law or equity.