N8. LISTING SERVICES (M)

CONTENTS (M)

N8. LISTING SERVICES

N8.1 Directory Assistance Database Service (DADS)

N8.1.1 Description of Service

A. Upon request, the Company will provide local exchange subscriber name, address and telephone number listings (except as limited by D. following), solely for the customer's expressed purpose of providing Directory Assistance type services to its end users. The term "end user" denotes any entity who obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type services are defined as:

1. Voice Directory Assistance (DA Operator or DA Operator System assisted), and

2. Electronic Directory Assistance (Data Systems assisted).

B. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each Central Office requested. The data provided will include all eligible listings as outlined in C. and D. following.

C. DADS will include the following:

1. Base File

   An extract containing all qualified listed names, addresses and telephone numbers of Company subscribers and any   (T)
   Independent Telephone Company (ICO) and Competitive Local Exchange Carrier (CLEC) subscriber listing information associated with lines located in a requested NPA that such companies have chosen to provide to *the Company* as follows:

   a. Listed Name - As input on the Company service order.

   b. Listed Address - House Number Prefix or Suffix, Street Name Prefix or Suffix, Address Prefix or Suffix, Community Name, State Name.

   c. Telephone Number

   d. Account NPA - Originating NPA

   e. Account NXX - Originating NXX

   f. Exchange Code - Originating Community Code

   g. Date - Current date of Extract/Update

   h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.

   i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.

   j. Unique Business/Residence/Government Indicator

   k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).

   In addition to the preceding listed information, the customer may optionally request Non-Listed listings which will include the information defined in a., b. and c. preceding and/or Non-Published listings which will include information defined in a. and b. preceding.

   The Company will require sufficient time (approximately one month) after receiving an order to prepare the Base File.

2. Daily Updates

   Daily updates will reflect all listing change activity occurring since the customer's most recent update. The updates are provided on a Business, Residence, or combined Business and Residence basis. The updates shall be used solely by the customer to keep his information current. Delivery of Daily Updates will commence the day after the customer receives his Base File.

D. DADS is not a verbatim copy of the Company's Directory Assistance (DA) Database or of the Company's Directory. The following listings will not be provided with DADS:

1. Secondary Listings

2. Listings that are deemed by the Company as inappropriate to provide

E. DADS will provide the available subscriber listing information of ICOs or CLECs who have chosen to provide their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the ICO or CLEC.

F. The Company reserves the right to exclude any name at the request of the Company's subscribers.

G. Rates and Cancellation fees for DADS are as set forth in N8.1.3 following.

N8. LISTING SERVICES   (M)
N8.1 Directory Assistance Database Service (DADS) (Cont'd)   (M)

N8.1.2 *Terms and Conditions*   (T)(M)

A. All right, title and interest in and to DADS, including all intellectual property rights pertaining thereto, will remain with the Company. The Company licenses the use of DADS to the customer. The title to DADS shall remain solely with the Company whether or not it is in the possession of a customer.   (M)

B. Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in *N8.1.1* preceding.   (T)(M)

C. DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs or *guidebooks*.   (T)(M)

D. Except for the permitted uses, the customer shall not disclose DADS to others and shall use due care in providing for the security and confidentiality of DADS. The customer shall not rent, license or resell DADS for any purpose, nor shall customer permit its end users to do the same. The customers shall not reproduce DADS except for the preparation of archival or backup copies. Failure to comply with the provisions of this *Guidebook* shall result in termination of the service and customer shall immediately return to the Company all copies of DADS in its possession and shall make no further use of DADS data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *Guidebook*. Upon customer termination of DADS the customer shall return all copies of DADS or provide adequate written proof that the data has been removed from their system and destroyed.   (T)(M)

E. The *terms and conditions* as set forth for deposits and payment of service in A2.4 *of the General Exchange Guidebook* shall apply. If a customer cancels an order for the Base File prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in *N8.1.3.B*.   (T)(M)

F. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DADS order. All orders must be confirmed in writing by the customer. The Company shall not be liable for any errors or deficiencies in the data provided. The customer agrees to release the Company from any and all liability which may arise due to any errors and omissions in the Company's listings.   (M)

G. The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of DADS or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company.   (M)

H. Unless, expressly permitted, neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any advertising claim that its directory assistance type service is sponsored or approved by the Company or that the Company or any of its affiliates are in any way connected with the customer or that the Company or any of its affiliates have any responsibility for the customers service.   (M)

I. Unless expressly permitted in writing, the customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, billing invoice, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, the customer shall prominently display its name on each of the above and identify itself by name when providing directory assistance type services to its end users.   (M)

J. Addresses associated with Non-Published subscriber listings are provided for the sole purpose of differentiating an end user listing request. The customer may not provide a Non-Published subscriber address to their end user.   (M)

N8. LISTING SERVICES (M)

N8.1 Directory Assistance Database Service (DADS) (Cont'd) (M)

N8.1.3 Rates and Charges (M)

A.   The following rates apply for Directory Assistance Database Service. (M)

     1.   Subscriber Listings (M)

	Rate	USOC	
(a) Per Listing	$ .06	NA	(M)

     2.   Monthly Recurring Rate (M)

(a) Per month	-	DBSAF	(M)

B.   Cancellation Fees[1] (M)

     1.   Prior to scheduled delivery of initial base file (M)

	Nonrecurring Charge	USOC	
(a) Per Cancellation	$-	NA	(M)

         Note 1**:**   The nonrecurring cancellation fee will be computed to allow the Company to recover all cost incurred by the Company for work performed prior to cancellation. (M)

N8. LISTING SERVICES

N8.2 Directory Publishers Database Service (DPDS)

N8.2.1 Description of Service

A.   The Company will provide Directory Publishers Database Service (DPDS) to an ordering customer solely for the compilation, production, publication correction, and distribution of a directory(ies) and/or for the sale or solicitation of advertising to be contained in a published directory(ies).

B.   Directory Publishers Database Service (DPDS) is available and must be ordered by NPA-NXX code(s).

C.   NPA-NXX Listing Files may be sorted in any of the following customer designated sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions. NPA-NXX Listing Files will include subscriber listing information associated with foreign exchange, remote call forwarded and 800 numbers.

D.   Directory Publishers Database Service (DPDS) makes optionally available an Update Service, which provides changes in subscriber listing information as reflected in daily service order activity affecting the designated database of listings maintained by the customer sorted in any sequence described in paragraph C. preceding. DPDS update information is provided in daily, weekly or monthly increments, as specified by the customer.

E.   (DELETED)

F.   **(DELETED)**   (D)

G.   DPDS provides subscriber listing information detail as follows:

   1.   NPA-NXX Listing File

   An extract containing the listed names, addresses, zip codes (when available on records), primary business classification (when available on records) and telephone numbers of Company subscribers located within the NPA-NXX codes requested. The extract also contains only the name and complete mailing address for non-listed and non-published subscribers.

   (DELETED)   (D)

   The Company will require *thirty (30) days* after receiving an order to prepare and provide a requested NPA-NXX Listing File.   (C)

N8. LISTING SERVICES   (M)

N8.2 Directory Publishers Database Service (DPDS) (Cont'd)   (M)

N8.2.1 Description of Service (Cont'd)   (M)

H. The customer must take reasonable steps to remove from its records and not publish in its directory any listings relating to subscriber service upon reasonable notice given by the Company and confirmed in writing that the listing has become non-published or non-listed in the records of the Company.   (M)

I. The Company will take reasonable steps to provide accurate and current data when subscriber listings are ordered under this *Guidebook*. The customer understands and acknowledges, however, that the data provided will require editorial review and revision. When the customer suspects errors or omissions in the subscriber listing information received, the customer agrees to contact the Company and to supply the Company with copies of the suspected errors or omissions. The customer may change the subscriber listing information provided to reflect the corrected listing information in the directory(ies) it publishes. The Company has no obligation to update the data provided after it has been transmitted to customer, except as provided in paragraph D. preceding.   (T)(M)

J. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining information about added and/or discontinued NPA-NXX codes. The Company is not required to provide notice of such changes as long as there is a reasonable method by which the customer can obtain NPA-NXX code information.   (M)

K. Rates for DPDS are as set forth in *N8.2.3*, following.   (T)(M)

L. Any information shared between the Company and the customer is confidential and proprietary to both companies.   (M)

M. When expressly authorized by the CLEC, DPDS will provide subscriber listing information of CLECs who have provided their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the CLEC.   (M)

N8.2.2 *Terms and Conditions*   (T)(M)

A. The Company authorizes the use of DPDS pursuant to the terms and conditions of this *Guidebook*. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS and DPDS data. This *Guidebook* does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum.   (T)(M)

B. The Company will provide DPDS to an ordering customer solely for the compilation, production, publication correction, and distribution of a directory(ies) and/or for the sale or solicitation of advertising to be contained in a published directory(ies).   (M)

C. When ordering an initial NPA-NXX Listing File, the customer must, within 180 days either: (M)

    1) Publish its directory(ies), or   (M)

    2) Order a subsequent NPA-NXX Listing File, or   (M)

    3) If available, subscribe to Update Service   (M)

The customer's directory(ies) shall be initially published within such time frames in order to assure reasonably current subscriber listing information to users of the customer's directory(ies) and thus avoid unnecessary use of the Company network, facilities or operations.   (M)

D. The customer may amend suspected listing errors and publish corrected subscriber listing information in accordance with the procedure described in *N8.2.1.I.,* preceding.   (T)(M)

E. The Customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white pages from its published directory(ies).   (T)(M)

F. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs or *guidebooks*.   (T)(M)

G. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this *Guidebook*.   (T)(M)

H. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this *Guidebook*, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.   (T)(M)

N8. LISTING SERVICES

N8.2 Directory Publishers Database Service (DPDS) (Cont'd)

N8.2.2 Terms and Conditions (Cont'd)

H.   (Cont'd)

If the Company refuses to furnish service, the Company shall give the customer notice by certified mail of the Company's grounds to believe that the customer has failed or will fail to comply with this guidebook and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. Following ten days from receipt of the notice, the Company can suspend or terminate service.

The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data.

I.   Unless otherwise agreed to in writing, neither the customer nor its employees, agents, or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates that its directory is sponsored or approved by the Company or its affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.

J.   The customer shall undertake reasonable steps in advertising and publishing its directory(ies) to distinguish the identity of its directory(ies) from directories published by or on behalf of the Company.

K.   The terms and conditions set forth for deposits and payment of service in A2.4 of the General Exchange Guidebook shall apply for DPDS.

L.   The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.

M.   Limitation of Liability

The customer accepts subscriber listing information provided via DPDS just as the Company has received it from the Company's subscriber - on an "as is" basis with all the faults, errors, and omissions, if any, that exist when the Company receives subscriber listing information from the Company's subscriber. The Company does not warrant the accuracy of the subscriber listing information as received from its subscriber and furnished to the customer. The Company assumes no responsibility or liability for any errors or omissions in the subscriber listing information as received by the Company from its subscriber and furnished to the customer.

The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory(ies). The customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory(ies).

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or $500.00, whichever is less.

The Company's liability for intentional or gross fault is not hereby limited.

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.

N.   The customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of subscriber listing information provided under this Guidebook - including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of subscriber listing information that changes after the subscriber listing information is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.

O.   Failure of the customer to indemnify the Company under the provisions of N8.2.2.N will constitute grounds for suspension or termination of service.

P.   Fees not paid within thirty (30) days of the invoice date are subject to a late charge as per the General Exchange Guidebook.   (N)

N8. LISTING SERVICES

N8.2 Directory Publishers Database Service (DPDS) (Cont'd)

N8.2.3 Rates and Charges

A. The following rates for Directory Publishers Database Service (DPDS) apply:

1. Initial Bulk Listings

			Rate	USOC	
	(a)	Per Listing Provided	*$0.04*	**NA**	(R)

2. (DELETED)

3. Update Listings (listing changes as reflected in daily service order activity)

	(a)	Per Listing Provided	*0.06*	**NA**	(R)

4. **(DELETED)**   (D)

5. Order Expedite Charge

	(a)	Order Expedite Charge	**500.00**	**NA**	

6. Violation of License

	(a)	Violation of License	**250,000.00**	**NA**	

(DELETED)

N8.3 Reserved For Future Use