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**DIRECTORY ASSISTANCE LISTING SERVICE****A. General**

Directory Assistance Listing (DAL) Service provides access to the Company's directory assistance (DA) listings for Texas end-use customers. This service is available to any requesting "telecommunications provider" as the term is defined in PURA 51.002(10) (hereinafter "Customer"). Therefore, both competitive local exchange carriers (CLECs) and interexchange carriers (IXCs) may obtain these DA listings from the Company pursuant to this guidebook. The Company offers these listings subject to the terms and conditions outlined in the final order in PUC Docket No. 19461 and SOAH Docket No. 473-98-1457, dated April 8, 1999. In addition, third-party DA providers that also provide call completion or are acting as an agent for CLECs or IXCs that have entered into an interconnection agreement with the Company that includes DA listings, also can obtain these DA listings from the Company pursuant to this guidebook.

**B. Service Description**

1. The Company shall provide to Customer Company DA listing information contained in the Company's DA databases for Texas customers that the Company is using in the provision of its Nationwide Listing Service (NLS).
2. In the case of end users who have non-published residential listings, the Company shall provide to Customer the end user's name and address and an indicator that shows the non-published status of the listing. The Company shall **not** provide the non-published end user's telephone number.
3. The Company shall provide to Customer DA listing information pertaining only to Texas end-use customers used in the Company's NLS. The Company will provide Customer with DA listing information of other local service providers that are included in the Company's DA databases which are used in the Company's provision of NLS.

**C. Service Provisioning**

1. Customer shall provide the Company a minimum of sixty (60) days' notice prior to the date when Customer wishes to receive the initial load of listing information.
2. At Customer's request, the Company will also provide updates to listing information each business day. Updates consist of new listings to DA information, deletions to previously provided DA information, and changes to existing listings. Customer will be billed for each update.
3. The mode of transmission for DA listing information will include 9-track round reel magnetic tape or Network Data Mover (NDM) and Electronic File Transfer (EDM).
4. The Company reserves the right to change the record layout or mode of transmission with sixty (60) days written notice to DAL Customers.

**DIRECTORY ASSISTANCE LISTING SERVICE (cont'd)****D. Ordering**

1. Customer should contact its Company account manager to request Directory Assistance Listing Service
2. The Company will work with the Customer to determine the specific DA listing information and delivery date required. For example, the Customer may request an extraction of Residence listings, Business listings, or a combined file of listing information. The Customer may also request an extraction of listings for a certain geographic region, including listings on a state-wide basis or by specific exchanges.
3. The Company will ask Customer to confirm its requested DA listing extraction criteria in writing. Customer requests will be processed by the Company in the order received, with the actual delivery date determined according to the size and complexity of the Customer request, the availability of data processing resources, and the mode of transmission specified by Customer. The Company will provide Customer with an initial load of listings within sixty (60) days after receipt of written confirmation of Customer's extraction requirements.

**E. Use of Directory Assistance Listing Information**

1. Customer may use the DA listing information provided pursuant to this guidebook for the provision of telecommunications services. The term "telecommunications services" shall include, but not be limited to, voice, electronic and reverse directory assistance services. Other than as expressly set out in subparagraph 2. below, there are no restrictions on customers' use of Company DA listing information in the provision of telecommunications services.
2. Customer may not resell, transfer, or sublicense DA listings obtained pursuant to this guidebook to any other entity that does not provide telecommunications services in Texas. Customer may resell, transfer, or sublicense Company DA listings to an entity that does provide telecommunications services in Texas, but only if such entity agrees to only use Company DA listings to provide telecommunications services. Under no circumstances shall Customer permit any third party, including other providers of DA service, to download or otherwise receive in bulk or non-bulk format from Customer the DA listing information provided hereunder where such DA listing information will be used for non-telecommunications purposes.
  - Customer shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by Customer, its agents, employees or others.
3. Upon termination of DAL service, Customer shall cease using, for any purpose whatsoever, the DA listing information provided hereunder by the Company, and shall promptly purge its database(s), magnetic tape(s) and/or any other and all media of all such DA listing information.

**DIRECTORY ASSISTANCE LISTING SERVICE (cont'd)****F. Right to Audit**

1. Upon reasonable written notice and at its own expense, the Company shall have the right to engage an independent auditor, jointly selected by the Company and Customer, for the purpose of conducting an audit to ensure that DA listing information obtained by Customer pursuant to this guidebook is used in accordance with the terms and conditions of paragraph E., "Use of Directory Assistance Listing Information." The Company shall provide written notice of its intent to retain an independent auditor at least ten (10) business days in advance of the desired start date for such an audit. The Company and Customer shall jointly select the independent auditor within five (5) business days of Customer's receipt of such notice. The Company may not request more than two (2) such audits within any twelve (12) month period. Customer shall provide the independent auditor with reasonable access to such information as is necessary to determine compliance with paragraph E.
2. All information reviewed by the independent auditor during the audit shall be considered confidential and the use of the audit information shall be limited to performance of the audit, preparation of reports for the sole purpose of providing the audit results and resolving any claims (including any regulatory or judicial proceedings) that may arise as a result of the audit, and for no other purpose. Both the Company and customer shall be provided with a copy of the report of the independent auditor. The Customer shall be responsible for the cost of the audit if, as a result of the audit, it is determined that the DA listing information is not being used in accordance with the terms and conditions of paragraph E.

**G. Liability**

1. Customer agrees to accept the DA listing information used by the Company in the provision of its NLS service on an "as-is" basis with all faults, errors and omissions, if any, and the Company makes no express or implied warranties whatsoever regarding the accuracy of the DA listing information provided to Customer. THE COMPANY MAKES NO WARRANTY, EXPRESS 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.
2. Customer hereby releases the Company from any and all liability for damages due to errors or omissions in the DA listing information provided under this guidebook, or by reason of delay in providing the DA listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
3. Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorney's fees and expenses) or liability arising in any manner out of any demand, claim, suit or judgment for damages or injuries however caused, which may arise out of Customer's use of the DA listing information provided, regardless of whether such matter arose or may have arisen, in whole or in part, from the Company's own fault, negligence or other conduct.

**DIRECTORY ASSISTANCE LISTING SERVICE (cont'd)****G. Liability (cont'd)**

4. Customer shall indemnify, protect, save harmless and defend the Company (or the Company's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damage and expense arising in any manner out of any demand, claim, suit or judgment by a third party in any way related to the Company supplying DA listing information, or any actual error or omission, regardless of whether such matter arose or may have arisen, in whole or in part, from the Company's own fault, negligence or other conduct. Customer shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Customer and the Company, and/or against the Company alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the DA listing information, the Company may, at its option, assume and undertake its own defense, or assist in the defense of the Customer, in which event the Customer shall reimburse the Company for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Customer shall not enter into any settlement of any such demand, claim or suit without the prior written consent of the Company.
5. This guidebook 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 or to act as an agent for the other unless written authority, separate from this guidebook, is provided. Nothing in the guidebook 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.

**H. Violation of Guidebook Regulations**

In the event Customer is found to have violated this guidebook, such violation shall be remedied immediately, or the Company shall have the right to terminate the service, without terminating its own rights hereunder, upon fifteen (15) days notice. Upon such termination of license rights, the Customer shall immediately cease use of the DA listing information provided by the Company. Customer shall also promptly purge its database(s), magnetic tape(s) and/or any other and all media of all such DA listing information.

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**DIRECTORY ASSISTANCE LISTING SERVICE (cont'd)**

**I. Rate Regulations**

This section defines the rate categories, rates and charges and payment provisions associated with Directory Assistance Listing Service obtained pursuant to this guidebook.

1. Rate Categories

There are four rate categories which apply to Directory Assistance Listing Service:

- DAL Non-Recurring Set-Up Charge
- DAL Initial Load
- DAL Update - Electronic
- DAL Update - Magnetic Tape

DAL Non-Recurring Set-up Charge

The DAL non-recurring set-up provides for the activities necessary to establish DAL service to the Customer. This charge is assessed to all customers who obtain DAL service, and is applied on a one-time basis as the customer establishes service.

DAL Initial Load

The DAL initial load provides for the activities necessary to provide Customer with an initial load of DA listing information. This charge is assessed to all customers who obtain DAL service, and is applied on a per listing basis.

DAL Update - Electronic

The DAL electronic update provides for the activities necessary to provide Customer with daily updates of DA listing information by either NDM or EDM. This charge is assessed to all customers who select this mode of DAL service transmission, and is applied on a per listing basis.

DAL Update - Magnetic Tape

The DAL magnetic tape update provides for the activities necessary to provide Customer with daily updates of DA listing information by 9-track round reel magnetic tape. This charge is assessed to all customers who select this mode of DAL service transmission, and is applied on a per listing basis.

**DIRECTORY ASSISTANCE LISTING SERVICE (cont'd)**

**I. Rate Regulations (cont'd)**

2. Rates and Charges

a. DAL Non-Recurring Set-up Charge	\$11,500.00
	<u>Rate Per Listing</u>
b. DAL Initial Load	\$0.0011
c. DAL Update - Electronic (via NDM or EDM)	0.0014
d. DAL Update - Magnetic Tape	0.0019

3. Payment Provisions

- a. Customer shall pay in advance for the initial load of DAL and the non-recurring set-up charge twenty (20) days prior to the Company's expected delivery date. If Customer fails to pay for the initial load of DAL and the set-up charge twenty days prior to the Company's delivery, the Company shall have the right to withhold delivery of the listings until payment is made in full.
- b. Customer shall pay for all DAL updates within thirty (30) days of invoice. If Customer fails to pay for all DAL updates within thirty (30) days of invoice, the Company may suspend the delivery of all subsequent DAL updates until payments are received in full. In addition, the Company may assess a 1.0% late payment fee per month for all outstanding charges.
- c. If Customer cancels the order prior to the date the Company is scheduled to provide the listings, and the Company has performed any work or incurred any expense in connection therewith, the Company will charge the estimated cost incurred not to exceed the estimated charge for the order.
- d. If Customer cancels the order on or after the date the Company is scheduled to provide the listings, all charges shall apply.
- e. When customer requests changes or modifications to a pending order, acceptance of changes/modifications will be determined by the Company on an individual case.