

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC MISSOURI' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 INTRODUCTION

- 1.1 SBC MISSOURI publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC MISSOURI White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC MISSOURI will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 SERVICE PROVIDED

- 2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC MISSOURI 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 publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to SBC MISSOURI's listings database, CLEC will receive for its retail end users, one primary listing in SBC MISSOURI's White Pages directory and a listing in SBC MISSOURI's directory assistance database.
 - 2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC MISSOURI will assess CLEC a monthly charge for such listings at SBC MISSOURI tariff rates. An additional monthly charge at SBC MISSOURI's tariff rate applies when CLEC wishes to list a retail end user in SBC MISSOURI's Directory Assistance database but does not wish to have its retail end user listed in SBC MISSOURI's White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in SBC MISSOURI's White Pages directory for a monthly charge at SBC MISSOURI' tariff rate Resale Rates for those non-published, non-listed services.
 - 2.1.2 Switched-based CLECs are billed at the retail tariff rates 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.
- 2.2 CLEC will furnish to SBC MISSOURI subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory
- 2.3 CLEC will provide its subscriber listing information of its subscribers to SBC MISSOURI via a mechanical or manual feed of the directory listing information to SBC MISSOURI' Directory Listing database. SBC MISSOURI will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first.

Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC MISSOURI's subscriber listing information. CLEC will submit listing information within three (3) Business Days 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 retail end user. SBC MISSOURI shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

- 2.4 SBC MISSOURI will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC MISSOURI will provide daily electronic directory listing verification via SBC MISSOURI's White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully process on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC MISSOURI will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC MISSOURI will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC MISSOURI will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC MISSOURI of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of SBC MISSOURI's White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI subscribers during the annual delivery of newly published directories.
- 2.6.1 SBC MISSOURI will deliver one copy per primary retail end user listing of SBC MISSOURI' White Pages, as described in Section 2.6 above, at no charge. SBC MISSOURI has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC MISSOURI White Pages directory covering the geographic area(s) it is serving. This

page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC MISSOURI information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC MISSOURI the information page(s) in camera ready format. SBC MISSOURI will have the right to approve, and, with CLEC's agreement, SBC MISSOURI may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

- 2.8 SBC MISSOURI will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be a minimum size of: 4 column directories = 1 1/2" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC MISSOURI the information, including CLEC's logo, to be published on the information page according to the instructions provided on SBC CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a SBC MISSOURI White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

3.0 USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC MISSOURI 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 MISSOURI's subscriber listing information. In exchange for SBC MISSOURI serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC MISSOURI to include and use the CLEC subscriber listing information provided to SBC MISSOURI pursuant to this Attachment in SBC MISSOURI's White Pages directory, SBC MISSOURI's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC MISSOURI's use of CLEC's subscriber listing information in SBC MISSOURI's directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. SBC MISSOURI will not bill or collect such license fees on CLEC's behalf. Except as stated herein, SBC MISSOURI will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will SBC MISSOURI authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. SBC MISSOURI will take the same measures to guard against unauthorized use of CLEC's listings as SBC MISSOURI takes to protect its own listings from unauthorized use, whether by SBC MISSOURI, its agents, employees or others.
- 3.2 SBC MISSOURI 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 from SBC MISSOURI for SBC MISSOURI'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 MISSOURI'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 MISSOURI.

4.0 RATES

Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

5.0 LIABILITY

- 5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.