

ARTICLE XII: DIRECTORY SERVICES

1.0. SCOPE

This Article sets forth the terms pursuant to which CenturyTel agrees to provide to **CLEC basic services associated with the Directories such as publication of listings and distribution. CenturyTel does not own a directory publishing affiliate. The terms of this Article are reflective of the terms provided to CenturyTel by its contracted external directory publishing source. The terms and conditions of this Article shall be applicable to all Directories published during the Term of the Agreement.

2.0 DIRECTORY SERVICES PROVIDED

2.1 The following terms set forth the services provided by CenturyTel to **CLEC with respect to the printing and distribution of CenturyTel Directories. This Section also sets forth the obligations of the Parties with respect to directory listings, including the obligations of **CLEC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein.

2.1.1 Notice of **CLEC Service In New Exchange Areas. **CLEC shall notify CenturyTel ten (10) days prior to the start of commencing service in any new CenturyTel local exchange area in which Charter is not offering service as of the Effective Date of this Agreement, and in which CenturyTel provides and distributes Directories. Notification shall be sent to:

CenturyTel
Directory Services
100 CenturyTel Drive
Monroe, LA 71203
(318-388-9000)

2.1.2 Primary Listings. **CLEC shall transmit to CenturyTel, or such third party publisher as CenturyTel may designate from time to time ("Publisher"), all Primary Listing Information (as hereinafter defined) relating to its End User Customers who desire published listings within a CenturyTel Directory. For purposes of this Article, "Primary Listing Information" or "Primary Listing" shall consist of the End User Customer's name, address, telephone number, desired yellow pages classified heading for a business customer (if any), and all other information reasonably requested by CenturyTel. At no charge to **CLEC or **CLEC's End User

Customer, each **CLEC End User Customer shall be provided a White Pages Primary Listing and, if a business customer, a standard Primary Listing in the classified section of the classified Directory. Such business classified listings shall be located under the appropriate heading in CenturyTel's applicable classified Directories, and such headings and Directories are to be determined at CenturyTel's discretion. Under no circumstances shall **CLEC provide End User Customer data as a part of Primary Listing Information for those End User Customers who do not desire published listings.

2.1.2.1 **CLEC's Annual Submission of Directory Listings.

**CLEC shall use the one-time, annual load process for the submission of Primary Listing Information. Accordingly, the Parties agree that Primary Listing Information shall be supplied without charge by **CLEC in consideration of the mutually provided services described in this Article . There will be no charge to **CLEC for the submission of such Primary Listing Information, or the inclusion of **CLEC End User Customer's Primary Listing Information in the CenturyTel Directory. Notwithstanding the foregoing, to the extent **CLEC desires Galleys Proofs or Page Proofs, such proofs may be subject to additional charges as determined by the Publisher. Such information shall be transmitted in a format and within the time frames as reasonably directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines as may be communicated to **CLEC from time to time, and may be used by CenturyTel in providing Directories in any format and for related purposes. Since Directory Service Requests ("DSRs") will not be submitted during the annual load process, CenturyTel will not bill, and Charter will not pay, any service order charges associated with the submission of DSRs.

2.1.2.2 Non-Primary or Additional Listings. Where a **CLEC retail End User Customer requires enhanced, foreign or other listings in addition to the Primary Listings to appear in the CenturyTel Directories, CenturyTel will provide such listings pursuant to CenturyTel's tariffed rates and terms found in **at the rates found in Section [insert] of the** [insert applicable tariff] on file with the Public Service Commission of Missouri.

2.1.2.3 Directory Close Date. ****CLEC must submit all listing information intended for publication by the applicable Directory close date. CenturyTel shall provide **CLEC with publication schedules, including Directory close dates for the Directories associated with the areas where Charter is providing local service.**

CenturyTel shall provide **CLEC with publication schedules, including Directory close dates (and changes to those dates) for the Directories associated with the areas where Charter is providing local service. This publication information shall include the name of the directory, the close date, and, where the close date has changed, both the original close date and the new close date. Century Tel shall provide notification of changes in close dates in a format that specifically identifies the notification as relating to Directory publication. Where Charter has not forwarded its flat file of listing information for a Directory to Century Tel two weeks prior to the date that the listing information is due to the publisher, Century Tel will notify Charter.

2.1.2.4 Interfiled Directory Listings. ****CLEC's Primary Listings shall be interfiled with listings of other local exchange telephone company End User Customers and treated in the same manner as other listings, according to CenturyTel's regular procedures.**

2.1.3 Directory Delivery. ****CLEC shall separately provide CenturyTel or Publisher with Directory delivery address data for End User Customers, if different from the Primary Listing Information, and for those End User Customers who do not desire published listings.**

2.1.3.1 **Each **CLEC residential End User Customer will receive one copy per End User Primary Listing of CenturyTel's White Pages Directory. Each **CLEC business End User Customer will receive two (2) copies per Primary Listing in CenturyTel's classified Directory. All such Directories shall be delivered in the same manner and at the same time that they are delivered to CenturyTel End User Customers during the annual delivery of newly published Directories. CenturyTel will deliver such Directories at no charge.**

2.1.3.2 **CenturyTel has no obligation to warehouse Directories for **CLEC. However, after the annual delivery of Directories**

referred to in Section 2.1.3.1 above, and for the life of such Directories, CenturyTel shall undertake distribution of Directories to all new local **CLEC End User Customers and those existing local End User Customers that need replacement or additional copies (“Secondary Distribution”). Secondary Distribution will be in accordance with CenturyTel’s standard procedures, which will be provided to Charter upon request. Upon **CLEC, or **CLEC End User Customer’s request, a Directory will be mailed directly to the End User Customer at no charge to such End User Customer or the **CLEC.

2.1.4 End User Customer Complaints. **CLEC shall promptly, but in any event within thirty (30) days, notify CenturyTel or Publisher of any Directory related inquiries, requests, or complaints that **CLEC receives from End User Customers, and shall reasonably cooperate with CenturyTel and/or Publisher to resolve such matters in a timely and expeditious manner.

2.1.5 Directory Listing Change Requests. **CLEC acknowledges and agrees that, consistent with the one-time, annual load process referenced in Section 2.1.2.1 above, **CLEC will not be able to submit change requests or updates pertaining to its End User Customers’ Primary Listings, or establish any stand-alone Primary Listings for any End User Customer(s) in the time periods in between its one-time, annual loads.

2.1.6 [Intentionally omitted]

2.1.7 Applicable Charges. **CLEC will pay the rates and/or charges set forth in Article XI (Pricing) pertaining to Directory Services.

Galley Proofs. To the extent **CLEC desires Galleys Proofs or Page Proofs, the availability and costs of such proofs, if any, to **CLEC shall be determined by Publisher. **CLEC may inquire of Publisher about such proofs through CenturyTel.

2.1.9 [Intentionally omitted]

2.1.10 Preliminary Pages. CenturyTel will include, at no charge, **CLEC’s critical contact information alphabetically (by local exchange carrier on page entitled “Other Telephone Service Providers”) in the information pages of its White Pages Directory (if information pages are available in a given directory) for communities where **CLEC furnishes local service, in accordance

with relevant standards for inclusion in a given Directory. For this purpose, **CLEC must (1) supply, prior to the directory close date, critical contact information needed by CenturyTel to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes **CLEC's name and logo, telephone numbers for telephone services, billing, and repair services.

2.1.11 CenturyTel may supply to third parties any information obtained from **CLEC regarding its End User Customers consistent with Applicable Law, including but not limited to 47 U.S.C. § 222(e).

3.0 [Intentionally Omitted]

4.0 DIRECTORY ADVERTISING

This Article does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

5.0 COOPERATION

CenturyTel and the **CLEC agree that cooperation between them will be required to serve the needs of each Party's End User Customers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such End User Customers.

6.0 SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards and practices, and over the scope and schedules of its Directories. All **CLEC listings shall be subject to such publishing schedules, procedures, standards and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply **CLEC with updates concerning publishing schedules and related matters. Nothing in this Article shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

7.0 LIMITATION OF LIABILITY; INDEMNITY

The following provision shall apply in addition to the Liability and Indemnity provisions set forth in Article III, Section 30.

- 7.1 CenturyTel's liability to **CLEC or any **CLEC End User Customer for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any End User Customer or **CLEC listing), or for any default or breach of this Article, or for any other claim otherwise arising hereunder, shall be limited to amounts paid by **CLEC to CenturyTel under this Article. CenturyTel shall have no liability to **CLEC's or it's End User Customers for any errors or omissions in any End User Customer or **CLEC listing published by CenturyTel, or for the publication of any End User Customer data where such End User Customer does not desire a published listing. **CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section 7.2 below as to any errors or omissions in a **CLEC End User Customer listing. **CLEC expressly represents that it is authorized to enter into this provision on behalf of itself and its End User Customers.

CenturyTel's liability to **CLEC or any **CLEC End User Customer for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any End User Customer or **CLEC listing), or for any default or breach of this Article, or for any other claim otherwise arising hereunder, shall be limited to actual damages , except to the extent that such errors or omissions, default, breach, or Claims arise from the CenturyTel's, or its Publisher's, negligence, gross negligence, or intentional or willful misconduct. However, notwithstanding any other provision of this Agreement, CenturyTel's liability shall not be limited in any instance in which **CLEC accurately and timely conveys to CenturyTel or its Publisher that its End User Customers desire not to be published in a directory and CenturyTel, or its Publisher, causes the publication of such End User Customer data or listings. **CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section 7.2 below as to any errors or omissions in a **CLEC End User Customer listing for which CenturyTel is not liable under this Section. CenturyTel shall fully indemnify **CLEC in accordance with the provisions of Section 7.2 below as to any errors or omissions in a **CLEC End User Customer listing for which CenturyTel is liable under this Section..

- 7.2 **CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of CenturyTel's performance under the

terms of this Article, from **CLEC's or any third party's use of the information provided, or from **CLEC's performance.

****CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of any error or omission for which CenturyTel is not liable pursuant to Section 7.1 above. CenturyTel agrees to indemnify, defend, and hold harmless **CLEC, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of any error or omission for which CenturyTel is liable pursuant to Section 7.1 above.**

- 7.3 To the maximum extent permitted by the applicable law, in no event shall CenturyTel or **CLEC be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this Article, even if such Party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to a CenturyTel an indemnity claim made against either Party that is covered by Section 7.2 above. Notwithstanding the foregoing, or any other provision of this Agreement, **neither Party's liability shall be limited in any instance in which such Party, or its Publisher, causes the publication of End User Customer data or listings, where such End User Customer requests that such data or listings not be published in a directory.**

8.0 DIRECTORY ASSISTANCE OBLIGATIONS

Neither Party is a Directory Assistance (DA)-provider, but rather obtains DA services from a third-party vendor(s) that uses or maintains a national DA database(s) ("national database"). Nevertheless, as each Party has the obligation to ensure that its End User Customers' DA listings are made available to the other Party's End User Customers, the Parties agree as follows:

- 8.1 Each Party will promptly, upon request by the other Party, provide the requesting Party with the name of its third-party DA-provider;

8.2 Each Party will be responsible for contracting with or otherwise making its own arrangements for services with any such third-party DA-provider, including but not limited to arrangements to provide its own End User Customers' DA listings to such third-party DA-provider for inclusion in a national database accessible to the other Party.

8.3 Neither Party shall be required to directly provide its End User Customers' DA listings to the other Party, nor shall either Party be required to accept directly from the other Party such other Party's End User Customers' DA listings, for the purpose of submitting the Parties' commingled, End User Customers' DA listings to any third-party DA-provider that maintains and/or uses a national database accessible to the other Party.

To ensure that each Party's subscribers have non-discriminatory access to directory assistance listings of the other Party's subscribers, the Parties' agree to provide each other all necessary End User subscriber listing information for inclusion in each Party's relevant directory assistance listing databases, as required by Section 251(b)(3) of the Act.

CenturyTel Obligations.

CenturyTel will accept, include, and maintain, in the same manner that Century Tel treats listings of its own End Users, CLEC subscriber listings in the directory assistance databases maintained by CenturyTel or its third-party vendors. To the extent that CenturyTel's directory assistance listings are maintained in a database administered by a third party vendor, CLEC shall cooperate with CenturyTel as needed to ensure that CLEC listings are promptly loaded into such database and accessible to CenturyTel's End Users, upon request. CenturyTel will not charge CLEC for including and maintaining CLEC subscriber listings in the directory assistance databases maintained by CenturyTel, or its vendors.

CLEC Obligations.

CLEC authorizes CenturyTel, and its third party vendors, to include and use CLEC's directory assistance listing information in accordance with Applicable Law, and shall provide such information to CenturyTel, or its third-party vendors, at no charge. CLEC shall provide to CenturyTel the names, addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in white pages directories (i.e. non-published listings).