

DIRECTORY ASSISTANCE SERVICES

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1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for Insight provided by AT&T ILLINOIS.
- 1.2 AT&T ILLINOIS shall provide to Insight customers the capability to dial the same telephone numbers for access to AT&T ILLINOIS' directory assistance as AT&T ILLINOIS customers use to access AT&T ILLINOIS directory assistance. Access numbers to AT&T ILLINOIS' Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2. DEFINITIONS

- 2.1 The following terms are defined as set forth below:
 - 2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
 - 2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T ILLINOIS DA Operator.
 - 2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
 - 2.1.4 Intentionally Omitted

3. SERVICES

- 3.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 3.2 Intentionally Omitted.
 - 3.2.1 Directory Assistance (DA)
 - 3.2.1.1 Listing Information: AT&T ILLINOIS shall provide to Insight the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for Insight end user customers who opt for Non-List Number status in the White Pages Directories.
 - 3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of Insight's end user customer utilizing an automated voice system or with operator assistance.
 - 3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 3.2.4 Intentionally Omitted

- 3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a Insight end user provides.

4. CALL BRANDING

- 4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being Insight, audibly and distinctly to the Insight end user at the beginning of each DA call. In all cases, AT&T ILLINOIS will brand the DA call as directed by Insight. Insight will provide written specifications of its name or announcement to be used by AT&T ILLINOIS to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.

- 4.2 Where not technically feasible or where Insight does not request branding, AT&T will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, AT&T ILLINOIS will brand DA based upon the criteria outlined.

- 4.2.1 Where AT&T ILLINOIS is only providing DA on behalf of Insight, the calls will be branded. When the same trunk group is used to provide OS and DA services to Insight, calls will be branded at Insight's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of Insight specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the AT&T ILLINOIS DA platform.

- 4.2.2.1 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 If Insight elects to use DA Services where technically feasible and/or available, AT&T ILLINOIS will provide Insight DA Rate/Reference Information, based upon the criteria outlined below:

- 5.1.1 Insight will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

- 5.1.2 Insight will inform AT&T ILLINOIS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. Insight acknowledges that it is responsible to provide AT&T ILLINOIS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of Insight's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each

subsequent change to either Insight's DA Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an AT&T ILLINOIS Operator receives a rate request from a Insight end user customer, AT&T ILLINOIS will quote the applicable DA rates as provided by Insight.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 Insight will provide AT&T ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.
- 6.2 Insight will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T ILLINOIS Operator assistance switch. Should Insight seek to obtain interexchange DA Service from AT&T ILLINOIS, Insight is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 Insight will furnish to AT&T ILLINOIS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.4 Insight will provide AT&T ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.5 Insight will send the DA listing records to AT&T ILLINOIS for inclusion in AT&T ILLINOIS DA database via electronic gateway as described in Appendix WP.
- 6.6 Insight agrees that AT&T ILLINOIS may utilize Insight's end user customer's listings contained in AT&T ILLINOIS directory assistance database in providing AT&T ILLINOIS Directory Assistance or DA related services.
- 6.7 Insight further agrees that AT&T ILLINOIS can release Insight's directory assistance listings stored in AT&T ILLINOIS Directory Assistance database to competing providers.
- 6.8 AT&T ILLINOIS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7. METHODS AND PRACTICES

- 7.1 AT&T ILLINOIS will provide DA Services to Insight's end user customers in accordance with AT&T ILLINOIS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9. LIABILITY

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T ILLINOIS' DA operators.

10. TERM OF APPENDIX

- 10.1 Insight must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. Insight may terminate use of AT&T ILLINOIS' DA Services any time after Insight has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to AT&T ILLINOIS, inclusive of the notice period.
- 10.2 If Insight terminates use of AT&T ILLINOIS' DA Services without complying with Section 10.1 above, Insight shall pay AT&T ILLINOIS, within thirty (30) days of the issuance of a final bill by AT&T ILLINOIS, all amounts due for actual services provided under this Appendix.