

**DIRECTORY ASSISTANCE LISTING
INFORMATION
(DALI)**

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1. INTRODUCTION

- 1.1 The prices at which AT&T ILLINOIS agrees to provide CLEC with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T ILLINOIS's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T ILLINOIS's telephone exchange service subscribers located in the State of Illinois. DALI shall also include updates. AT&T ILLINOIS shall use commercially reasonable efforts to provide CLEC with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Illinois and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Illinois who have not objected to disclosure of such information in accordance with Applicable Law.
- 2.2 Where technically feasible, AT&T ILLINOIS will provide Dialing Parity Directory Listings in AT&T ILLINOIS (herein after collectively referred to as DAL):
 - 2.2.1 AT&T ILLINOIS owns and maintains the database containing directory assistance listing information.
 - 2.2.2 Inasmuch as AT&T ILLINOIS provides DA service under contract for other Telecommunications Carriers, AT&T ILLINOIS's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
 - 2.2.3 AT&T ILLINOIS agrees to provide DALI under the following terms and conditions:
 - 2.2.3.1 The data will be received from AT&T ILLINOIS via Network Data Mover ("NDM") listed by NPA.
 - 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, AT&T ILLINOIS shall provide DALI to CLEC in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
 - 2.2.5 On a daily basis, AT&T ILLINOIS shall provide updates. Updates shall be current as of the provision date.
 - 2.2.6 Upon request, AT&T ILLINOIS shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3. UNBUNDLED NETWORK ELEMENT

- 3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of the PUC of ILLINOIS' rulings, AT&T ILLINOIS shall provide DALI to CLEC as an unbundled Network Element.

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 CLEC may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.
- 4.2 If this Agreement is terminated by CLEC with the stated intention that no successor agreement will be entered into, CLEC shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by AT&T ILLINOIS, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's database. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 AT&T ILLINOIS shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). AT&T ILLINOIS will provide to CLEC a telephone number that will permit CLEC to contact AT&T ILLINOIS in the event a CLEC customer ("Calling Party") indicates to CLEC that he/she must reach a AT&T ILLINOIS customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T ILLINOIS DALI database, AT&T ILLINOIS will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T ILLINOIS by CLEC or the contact telephone number of CLEC.
 - 5.1.1 AT&T ILLINOIS will only accept calls from employees of CLEC or its affiliates on behalf of CLEC's end user customers. AT&T ILLINOIS will not accept calls from CLEC's end user customers.
- 5.2 CLEC shall only utilize the Non-Pub ENS in the event a Calling Party indicates to CLEC that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall CLEC use the Non-Pub ENS for non-emergency situations.
- 5.3 CLEC's representative shall provide to AT&T ILLINOIS (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that

Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T ILLINOIS will wait approximately thirty (30) minutes and make a second call attempt. If AT&T ILLINOIS's second call attempt is unsuccessful, AT&T ILLINOIS will promptly call CLEC and inform CLEC of its inability to reach the Non-Published Customer.
- 5.5 If the Non-Published Customer does not answer but AT&T ILLINOIS reaches such Non-Published Customer's answering machine or voice mail service, AT&T ILLINOIS will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T ILLINOIS by CLEC or the contact telephone number of CLEC. AT&T ILLINOIS will promptly call CLEC and inform CLEC that AT&T ILLINOIS left a message for the Non-Published Customer.
- 5.6 Under no circumstances will AT&T ILLINOIS release Non-Published telephone numbers to a CLEC employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7. ASSIGNMENT

- 7.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all Applicable laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

8. LIABILITY

- 8.1 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.