

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251  
AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This First Amendment (the "Amendment") to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 5 day of September 1998 (the "Amendment Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654 on behalf of Ameritech Illinois ("Ameritech") and MCImetro Access Transmission Services, Inc., a Delaware corporation, with offices at 8521 Leesburg Pike, Vienna, Virginia 22182 ("MCI").

WHEREAS, Ameritech and MCI are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of May 5, 1997 as amended (the "Agreement"); and

WHEREAS, Ameritech has the rights to certain Listing Information, as defined in Section 1.2 of Schedule 14.2, used to create and maintain Ameritech's Directory Assistance database ("Listing Information"); and

WHEREAS, Ameritech is authorized to grant the right to use the Listing Information; and

WHEREAS, MCI desires to obtain the Listing Information from Ameritech for use solely in providing a Directory Assistance service; and

WHEREAS, Ameritech is willing to grant the right to use Listing information to MCI and have entered into this Amendment to incorporate into the Agreement terms and conditions that govern the provision of such product by Ameritech.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**OFFICIAL FILE**

I.C.C. DOCKET NO. 01-0662

Ameritech DL-Cross Exhibit No. 12

Witness CAPUTO

Date 7-1-02 Reporter DM

Ameritech Illinois Cross  
Exhibit No. 12 (Caputo)

## 1.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

## 2.0 AMENDMENTS TO THE AGREEMENT

On and after the Amendment Effective Date, the Agreement is hereby amended as follows:

2.1 The sentence in Article XIV is numbered Section 14.1 and Section 14.2 is hereby added as follows:

"Ameritech shall grant to MCI the right to use certain Listing Information in accordance with the terms and conditions of Schedule 14.2, attached hereto and incorporated by reference."

## 3.0 RESERVATION OF RIGHTS

The Parties understand that the terms of this Amendment were arrived at pursuant to a settlement of outstanding disputes concerning the legal rights of both Parties to provide and/or obtain such directory assistance information and that neither Party hereby concedes that the terms of this Amendment (i) reflect the scope of the Parties' legal rights to provide and/or obtain such information or, (ii) the manner in which such information may be provided and/or obtained under applicable law. The Parties understand and agree that by entering into this Amendment neither party waives any rights it has or may in the future have (except with respect to the Agreement itself) to provide and/or obtain in any manner directory assistance information pursuant to any federal, state, or local regulation or decision, or any finding by any federal or state court. Each Party agrees that it shall not use the terms of this Amendment in any way to assert that the other Party, by entering into this Amendment, has thereby limited its ability to claim (except with respect to the Agreement itself) that it is entitled to provide and/or obtain directory assistance information in any manner other than the manner provided for in this Amendment.

## 4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the

execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

4.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Illinois, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 19<sup>th</sup> day of September, 1998.

MCImetro ACCESS  
TRANSMISSION SERVICES, INC.

AMERITECH INFORMATION  
INDUSTRY SERVICES, A  
DIVISION OF AMERITECH SERVICES,  
INC., ON BEHALF OF AMERITECH  
ILLINOIS

By: Therese K. Fawcett By: Karen S. Vessely

Printed: Therese K. Fawcett Printed: Karen S. Vessely

Title: VP Mktg Title: President



**SCHEDULE 14.2**  
**DIALING PARITY DIRECTORY LISTINGS**

**1.0 DEFINITIONS**

For purposes of this Agreement, the terms as used herein shall have the following meanings:

- 1.1 "Directory Assistance" means the provision via a live operator or automated service of telephone number and/or address information in connection with an identified telephone service subscriber or the name and/or address of a telephone service subscriber in connection with an identified telephone number. Directory Assistance includes the capability of using the telephone number of a telephone service subscriber for automated call completion. Directory Assistance may be enhanced by MCI through the provision of additional information pertaining to the name or phone number of the telephone service subscriber. Such information ("Additional Subscriber Information") may include, but shall not be limited to, hours of operation, type of business (such as SIC code or category) or geographic area (such as zip code, region or community) of the telephone service subscriber.
- 1.2 "Listing Information" means the following subscriber records used to populate and maintain Ameritech's database used to provide Directory Assistance ( hereinafter "Ameritech's DA Database"): the last name, first name, street number, street name, community, zip code and telephone number of Ameritech's telephone exchange service subscribers located in the State of Illinois. Listing Information shall include Updates (as hereinafter defined). Listing Information includes every name, address, telephone number of residential and/or business and government telephone service subscribers located in the State of Illinois (except for those who have elected a non-published status) of Ameritech and of those telecommunication carriers including incumbent and competitive local exchange companies in Illinois ("TCs") who have not objected to disclosure of such information in accordance with Section 2.3 of this Schedule 14.2. All such information shall be provided in the format set forth in Exhibit A, attached hereto and incorporated herein; provided, however, the data fields populated by Ameritech may be modified from time to time upon notice to MCI. 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 the telephone subscriber will be considered part of Listing Information.

- 1.3 An "Update" shall mean any service order change that impacts the Listing Information as of the immediately preceding Provision Date. Such record changes shall include any "new", "transfer", "disconnect" or "change" orders affecting the listed name and/or address and/or telephone number as reflected in Ameritech's DA Database with these record changes specified solely as "update records" in the monthly invoice.
- 1.4 "Provision Date" means the date the Listing Information is furnished or sent to MCI.
- 1.5 "Initial Load" means the total number of listings included as Listing Information that is provided to MCI for the first Provision Date.

## 2.0 RIGHT TO USE LISTING INFORMATION

- 2.1 Ameritech grants to MCI a non-exclusive, non-transferable right to use during the term of this Agreement the Listing Information provided pursuant to this Agreement subject to the conditions stated herein.
- 2.2 MCI may use the Listing Information for the sole purpose of providing any Directory Assistance via a live operator or automated services in response to specific end user requests for such information. The Listing Information shall not be used by MCI for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. This use restriction relating to marketing shall not prevent MCI from marketing its Directory Assistance product. Under no circumstances shall MCI use the Listing Information for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service or for any other purpose not specifically authorized in this Agreement. The Listing Information also shall not be used for the purposes of verifying information in a MCI database other than the database MCI uses to provide Directory Assistance under this Agreement.
- 2.3 The rights granted herein do not include the right to use any name, address or telephone number information of subscribers of telephone companies other than Ameritech and those TCs whose Listing Information is included in Ameritech's DA Database and that do not object in writing to the disclosure of their Listing Information or require compensation. A letter in substantially the form set forth in Exhibit B, attached hereto and incorporated herein, will be sent within fifteen (15) days of the Amendment Effective Date to each TC whose Listing Information is contained in Ameritech's DA Database informing such TC

of Ameritech's intention to disclose that the TC's Listing Information is contained in Ameritech's DA Database and to deliver such TC's Listing Information to MCI unless such TC objects in writing. In addition to each Party's obligations to indemnify the other in accordance with Section 25.2 of the Agreement, MCI shall defend and indemnify Ameritech, its officers, directors, employees, and permitted assigns and hold Ameritech harmless against any Loss arising from a claim by TC relating to or arising out of the disclosure of the Listing Information to MCI and/or use of such information by MCI.

- 2.4 Within sixty (60) days of the Amendment Effective Date, Ameritech shall provide MCI a complete list of all other TCs (excluding Ameritech Affiliates) that provided Listing Information contained in Ameritech's DA Database unless such TC has objected in writing to such disclosure.
- 2.5 To the extent MCI requests any name, address or telephone number information of subscribers other than Ameritech and the TCs in Illinois that do not object to Ameritech's disclosure, MCI shall secure such other company's permission permitting Ameritech to provide Listing Information to MCI and upon providing Ameritech a copy of the written permission of such TC, the Listing Information will be furnished to MCI and considered "Listing Information" under Section 1.1 of this Schedule 14.2.
- 2.6 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 Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in MCI'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, MCI may verify the listing by matching the caller-provided address with the address in MCI's database. MCI may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCI can notify the customer that the requested listing is non-published.
- 2.7 The rights granted herein shall be non-assignable and MCI shall have no right to sub-license the Listing Information or any information extracted therefrom; provided, however, MCI shall have the right to grant access to an Affiliate to the MCI database subject to the use and disclosure

restrictions set forth herein. MCI shall have no right to permit any person to use the Listing Information or any information extracted therefrom except for the purpose of assisting in the provision of MCI's Directory Assistance. MCI may use a third party contractor to provide MCI Directory Assistance; provided, however, that such third party contractor must agree in writing in advance to the terms and conditions set forth in this Amendment including, without limitation, the use and disclosure restrictions and MCI must furnish to Ameritech such written agreement by the third party contractor prior to MCI disclosing such Listing Information to the contractor. MCI shall remain primarily responsible to Ameritech for the use of such Listing Information by MCI's Affiliate and/or third party contractor. MCI shall take reasonable and prudent steps to prevent disclosure of the Listing Information at least equal to the steps taken by it to protect its own similar proprietary information, including adequate computer security measures to prevent unauthorized access to the Listing Information when contained in any database. In the event of any violation of Sections 2.1, 2.2, 2.3, 2.6, or 2.7 of this Schedule 14.2 and such violation is not cured by MCI (if curable) within ten (10) days of written notice of such violation, Ameritech may cease providing any Listing Information and/or the Updates and take appropriate legal action. Repeated violations of the same type shall be deemed incurable.

### 3.0 FEES

3.1 MCI shall pay Ameritech the fees set forth in Exhibit C, attached hereto and incorporated herein. Update Revenue will be due from MCI regardless of whether MCI uses information from alternative sources that is identical to Listing Information provided by Ameritech in its Updates to MCI.

### 4.0 PROVISION OF LISTING INFORMATION

4.1 Subject to MCI satisfying the terms of this Agreement, Ameritech shall provide an Initial Load of Listing Information for Illinois within forty-five (45) days after the Amendment Effective Date. The Initial Load shall reflect data that is current as of five (5) business days prior to the Provision Date.

4.2 Ameritech shall provide Updates to the Listing Information five (5) days a week Monday through Friday excluding Ameritech holidays. Both Initial Load and Updates shall be furnished to MCI via magnetic tape, cartridges or a mutually agreeable form of electronic transmission. Updates shall be current as of two (2) business days prior to the Provision Date.

## 5.0 EXCLUSION OF WARRANTIES

5.1 Ameritech shall provide MCI the same Listing Information as defined in Section 1.2 that is contained in Ameritech's DA Database. EXCEPT AS SET FORTH IN THIS SCHEDULE, AMERITECH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LISTING INFORMATION OR OTHERWISE AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Ameritech shall not be held liable for any acts or omissions arising out of or in connection with MCI's use of the Listing Information except for losses related to willful misconduct or gross negligence of Ameritech.

## 6.0 OWNERSHIP

All documents or other tangible media delivered to MCI by Ameritech shall be deemed Ameritech Proprietary Information in accordance with Article XX of the Agreement.

## 7.0 MONITORING

The Parties agree that the use of Listing Information will be monitored by Ameritech using a combination of one or more methods of computer control and/or planted and/or varied names and addresses, or a combination of the foregoing or other means. MCI acknowledges this and consents and agrees to the monitoring.

## EXHIBIT A

### AMERITECH'S STANDARD F20 RECORD FORMAT

#### F20 RECORD.

05 ALPHA-BASIC-STATUS	PIC X.
05 MACHINE-DATE.	
10 YEAR-DAY	PIC X(5).
10 CYCLE	PIC X.
10 ACTIVITY	PIC X.
05 RECORD-TYPE	PIC X.
05 STYLE-CODE	PIC X.
05 SORT-HOUSE.	
10 SORT-HOUSE-NO	PIC X(10).
10 HOUSE-SFX	PIC X(4).
05 MATCH-COMMUNITY	PIC XXX.
05 WP-DIR-CODE.	
10 WP-BOOK	PIC XX.
10 WP-SECTION	PIC XX.
05 REPRINT-CODE.	
10 GROUP-CODE	PIC XX.
10 SECTION-CODE	PIC XX.
05 DASC-GROUP	PIC XXXX.
05 NEIGHBORHOOD-BOOK	PIC X(4).
05 AUDIT-NO	PIC S9(7) COMP-3.
05 REPRINT-SPLIT-DESG	PIC X.
05 NPA	PIC XXX.
05 TELNO.	
10 CO-DIGIT	PIC XXX.
10 LINE-NO	PIC X(4).
05 SERVICE-CODE.	
10 LIST-TYPE	PIC X.
05 MATCH-TELNO.	
10 MATCH-NPA	PIC XXX.
10 MATCH-CO.	
05 MATCH-CO-IND	PIC X.
05 MATCH-PREFIX	PIC XX.
10 MATCH-LINE-NO	PIC X(5).
05 ALPHA-STYLE-CODE	PIC X.
05 MATCH-RECORD-TYPE	PIC X.
05 MATCH-REF-NO	PIC 999.
05 TRANS-CODE.	

10	SOURCE-TRANS	PIC X.
10	DATE-ACCEPT	PIC X.
10	DIR-TRANS OCCURS 10 TIMES	PIC X.
05	TELNO-PREFIX.	
10	TELNO-STYLING	PIC X.
10	TELNO-PRINT	PIC X.
05	FOREIGN-TYPES	PIC X(1).
05	SPECIAL-SERVICES	PIC X(1).
05	SERVING EXCHANGE	PIC X(4).
05	INDENT-PRIORITY.	
10	BASIC	PIC X.
10	CUSTOMER-REQUEST	PIC X.
05	COUNT-DAS-CODE-TELNO-IND	PIC X.
05	COUNT-FULL-NAME-TITLE	PIC X.
05	COUNT-FULL-NAME-TITLE-2	PIC X.
05	COUNT-BASIC-ALPHA-ST	PIC X.
05	COUNT-LIST-NAME	PIC X.
05	COUNT-LIST-ADDR	PIC X.
05	COUNT-FULL-COM-NAME	PIC X.
05	COUNT-EXCH-FULL-COM-NAME	PIC X.
05	COUNT-EDITED-COM-NAME	PIC X.
05	COUNT-EXCH-EDITED-COM-NAME	PIC X.
05	COUNT-DIRECTIVE-TEXT	PIC X.
05	COUNT-WP-TEXT-FIELD	PIC X.
05	COUNT-NON-STAND-TELNO	PIC X.
05	COUNT-LEVEL 1	PIC X.
05	COUNT-LEVEL2	PIC X.
05	COUNT-LEVEL3	PIC X.
05	COUNT-LEVEL4	PIC X.
05	COUNT-LEVEL5	PIC X.
05	COUNT-LEVEL6	PIC X.
05	COUNT-STATE	PIC X.
05	DAS-CODE	PIC X(6).
05	TRAFFIC-CHNG-ID	PIC X.
05	INDENT-DEGREE	PIC 9.
05	TYPE-OF-ACCOUNT	PIC X.
05	COM-SUPPRESS-FORCE	PIC X.
05	STATE-SUPPRESS-FORCE	PIC X.
05	NPA-SUPPRESS-FORCE	PIC X.
05	RECORD-COUNT	PIC S9(7) COMP-3.
05	LIST-CLASS	PIC X.
05	BOX-CODE	PIC X.
05	ALTERNATE-CALL-IND	PIC X.
05	INDEX-NUMBER	PIC XX.

05 TTE-FIELD.	PIC X(14).
05 TELNO-PHR-IND.	
10 TDD-IND	PIC X.
10 CM-IND	PIC X.
05 PCN-IND	PIC X.
05 ZIP-CODE.	
10 FIRST-FIVE	PIC X(5).
10 LAST-FOUR	PIC X(4).
05 DELETE-CNT	PIC S9(4) COMP.
05 CHG-IND	PIC X.
05 COMPLETION-DATE	PIC X(6).
05 COMP-DATE-IND	PIC X(1).
05 ORIGIN-COMPANY	PIC X(1).
05 FILLER2	PIC X(151).
05 FULL-NAME-TITLE	PIC X(250).
05 FULL-NAME-TITLE-2	PIC X(210).
05 BASIC-ALPHA-ST	PIC X(50).
05 LIST-NAME	PIC X(250).
05 LIST-ADDR.	
10 HOUSE-NO	PIC X(8).
10 HOUSE-SFX	PIC X(4).
10 STREET-COM	PIC X(188).
10 ADDR-ST-COM REDEFINES STREET-COM	PIC X(188).
10 CHAR-ADDR REDEFINES ADDR-ST-COM	
OCCURS 188 TIMES	PIC X.
05 FULL-COM-NAME	PIC X(32).
05 EXCH-FULL-COM-NAME	PIC X(32).
05 EDITED-COM-NAME	PIC X(22).
05 EXCH-EDITED-COM-NAME	PIC X(22).
05 DIRECTIVE-TEXT	PIC X(100).
05 WP-TEXT-FIELD.	
10 WP-TEXT-CODE	PIC X.
10 WP-TEXT	PIC X(249).
05 NON-STAND-TELNO	PIC X(50).
05 CAPTION-LEVEL1.	
10 LEVEL-STYLE	PIC X.
10 LEVEL-NAME-CTL	PIC X(10).
10 LEVEL-ALST-REF	PIC S9(3) COMP-3.
10 LEVEL-TEXT	PIC X(87).
05 CAPTION-LEVEL2.	
10 LEVEL-STYLE	PIC X.
10 LEVEL-NAME-CTL	PIC X(10).
10 LEVEL-ALST-REF	PIC S9(3) COMP-3.
10 LEVEL-TEXT	PIC X(87).

05	CAPTION-LEVEL3.	
10	LEVEL-STYLE	PIC X.
10	LEVEL-NAME-CTL	PIC X(10).
10	LEVEL-ALST-REF	PIC S9(3) COMP-3.
10	LEVEL-TEXT	PIC X(87).
05	CAPTION-LEVEL4.	
10	LEVEL-STYLE	PIC X.
10	LEVEL-NAME-CTL	PIC X(10).
10	LEVEL-ALST-REF	PIC S9(3) COMP-3.
10	LEVEL-TEXT	PIC X(87).
05	CAPTION-LEVEL5.	
10	LEVEL-STYLE	PIC X.
10	LEVEL-NAME-CTL	PIC X(10).
10	LEVEL-ALST-REF	PIC S9(3) COMP-3.
10	LEVEL-TEXT	PIC X(87).
05	CAPTION-LEVEL6.	
10	LEVEL-STYLE	PIC X.
10	LEVEL-NAME-CTL	PIC X(10).
10	LEVEL-ALST-REF	PIC S9(3) COMP-3.
10	LEVEL-TEXT	PIC X(87).
05	STATE	PIC X(20).

AMERITECH'S STANDARD F20 RECORD FORMAT  
FIELD DESCRIPTIONS

1. Basic Status Code to identify whether a record is a deletion (Out) or insertion (In).
2. Alpha-Style Code used to sequence listings. 0 - Captions, subcaptions and indents in caption sets. 1 - Straight line with indents and indents under straight lines. 2 - Straight lines without indents and hanging indents
3. Audit number - A record sequence number intended for audit purposes in DA.
4. Basic Alpha Street - The form of the list address street or building name used for sorting purposes. The basic format is street name, if present, (if not, community name) thoroughfare, prefix directional code, and suffix directional code.
5. Community-Suppress Force - Field indicating which, if any, of the force and suppress community options is in effect.
6. DAS Code - Code corresponds to a standard industrial classification of business (SIC Code).
7. Directive Text - The word or phrase (if present) that appears first on an indented listing in a straight line indent or caption. For example, If No Answer, Text for an indent I.e. Sears 'Batteries'.
8. Edited-Community Name - Field which is to be displayed as the community part of list address. Field is displayed when the Community Suppress Force field has a value of 2 is indicated as force. This version of the community name is usually an abbreviated or stylized form.
9. Full Community Name - A fully spelled form of community name to be used for retrieval matching community name as input by the DA operator.
10. Full Name Title - Form of list name. Does not include title or designation.
11. Full Name Title-2 - Title(s) and/or designation of list name.
12. House Suffix - House number suffix.
13. Degree of Indent - A code indicating the degree of indentation for listings indented under a straight line or caption.
14. List Address - Consists of House Number, House Suffix, and Street Community.
15. List Name - The list name which is to be displayed.
16. Machine Date - Field indicating the date of the transaction which affected the update.
17. Julian date Match Community - Locality code used to sequence listings.
18. Match Record Type - Field used for sequencing listings. Duplicate of Record Type field.
19. Match Telephone Number - The NPA, CO, and Line Number used to sequence listings.

20. Neighborhood Book - Identifies the book and section a listing is to appear.
21. NPA - The three digit code for the number plan area associated with the listings telephone number.
22. NPA Suppress Force - Field indicating which NPA appearance option is in effect.
23. Non standard Telephone - Data contained is either a replacement for or text which is to proceed the contents of the Telephone field for display purposes.
24. Record Count - Identifies the number of records (not including the caption header or straight line) in a caption or straight line set.
25. Record Type - Identifies records. M- Main listings, O- Additional listings, S- Special service listings , T- Listed trunks and auxiliaries
26. Reprint Code - Code that indicates the lower level reprint group and section in which the listing appears.
27. Reprint Code-ML - Code that indicates the higher level reprint group and section in which the listing appears.
28. Reprint Split Designation - Code which indicates whether a listing is to appear in the business or residence split of the reprint, or if it is to appear in both sections.
29. Service Code or List Type - Field contains codes which describe the listings as listed or unlisted, business or residence, and identify listings for Yellow Pages and Directory Assistance processing.
30. Sort House Number - The version of the list address house number which has been processed for use of sorting.
31. State Suppress Force - Field indicating which, if any, of the force and suppress state appearance options are in effect.
32. Style Code - Code indicating the listing style of a record. 0 - Straight line, 1 - Straight line with indents, 2 - Indent under straight line, 3 - Indent under indent under straight line, 4 - Hanging indent under straight line, 5 - Hanging indent under indent under straight line, 6 - Indent under caption, 7 - Indent under indent under caption, 8 - Caption Header, 9 - Subcaption header, B - Guideline -
33. Telephone Number.
34. Telephone Number Styling - Indicator to identify the display for telephone number text. Telephone number. NPA followed by telephone number. Contents of Nonstandard Telephone Number field followed by the telephone number. NPA and contents of Nonstandard Telephone Number field followed by the telephone number. Contents of Nonstandard Telephone Number field instead of the telephone.
35. Telephone Number Print - Indicator to identify the display for telephone number text.
36. Type of Account - Code identifying a listing as being a government, official, hotel, or school account.

- 37. White Page Directory Code - Code that indicates the white pages directory and section in which the listing appears.
- 38. White Page Text - Field that identifies the type of special listing i.e. see 'call'.
- 39. SIC code - Standard Industrial Code.

## EXHIBIT B—LETTER TO TC

In accordance with its obligations under the Telecommunications Act of 1996, Ameritech Information Industry Services ("AIIS"), on behalf of the Ameritech Operating Companies, is required to provide competing providers of local exchange and toll service upon request the local directory listing data that Ameritech uses to create the database that it and its affiliates use to provide local directory assistance service. The listings will be used by the competing carrier to provide directory assistance service to its customers. The listings may also be used to provide directory assistance service in other geographic areas. As required, AIIS intends to provide all listings that currently reside in Ameritech's local directory assistance databases, including listings of your company.

As a local exchange carrier, your company shares the same obligation to provide its listings. AIIS, as an accommodation, will also provide your listings that are in Ameritech's local directory assistance database to qualified requesting carriers under the same terms and conditions that AIIS will provide Ameritech's own listings. Your listings will be provided unless you direct AIIS in writing not to do so and thereby undertake the obligation yourself. In that case, AIIS will instruct requesting carriers to contact your company to make arrangements to obtain your listings.

The use of your listings will be subject to the same use restrictions that Ameritech's listings are subject to and will also be deemed "Proprietary Information" under the terms of Ameritech's 251/252 interconnection agreements with the requesting carrier.

AIIS may begin to include the name of your company on a list of local exchange carriers whose listings are included in Ameritech's database and provide your listings to qualified competing carriers thirty (30) days after the date of this letter, unless Ameritech receives by that date your company's written instructions at the following address directing AIIS to exclude your company's name from the list and/or exclude your listings:

[ ]

**EXHIBIT C  
FEES -- ILLINOIS**

Initial Load	\$0.0240 per listing (For purposes of this Exhibit, listing shall mean the Listing Information associated with a single telephone number of a subscriber.)
Updates	\$0.0333 per Update
Monthly Update	TBD based on medium of transfer
Non-recurring Cost Per Customer	\$5,745.15