

CINCINNATI BELL TELEPHONE COMPANY LLC
Local Telephone Service Agreement - Kentucky

Section 20 – Directory Listings

A. TERMS AND CONDITIONS

The rates, regulations, terms and conditions specified in this section apply only to the alphabetical directory.

The alphabetical directory is a list of Customers and others arranged alphabetically by surname, business, association, institution or other nonresidence name. The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of Customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

Listings are regularly provided in connection with all classes of exchange service except pay telephone access lines. At the request of the customer, the entire listing may be omitted from the directory (Non-Published service or Non-List service) or the address only may be omitted (Non-Address service).

Directory listings must conform to the Company's specifications for its directories.

Special prominence or arrangement of names is not permitted. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business.

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company may, upon notification to the Customer, discontinue any listing found to be in violation of the foregoing regulations.

In connection with nonresidence service, a descriptive term characterizing the listed party's business or purpose in a general way is furnished (in abbreviated form) as a part of the listing, when desired. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

A cellular telephone number will only be listed upon the request of the cellular carrier. Requests for directory listings by cellular telephone end users will not be honored. A pager or voice messaging number will only be listed at the request of the customer actually assigned that number.

See Section 2 of this Agreement for regulations concerning the initial service period and service termination for directory listings.

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B. PRIMARY LISTINGS

1. Terms and Conditions

A primary listing is the listing furnished as a part of the exchange service. It includes the name of the customer, a business, purpose or other nonresidence designation when required, the address (Post Office Box is not permitted for nonresidence listings), and the telephone number.

One primary listing is furnished with each residence or nonresidence line, Centrex service, or PBX system, except that when a customer has two or more lines with Hunting, only one primary listing is provided for the hunt group.

A dual name primary listing comprised of a surname, two first names, an address and a telephone number may be provided. Titles, middle names, and initials may be associated with the first names. This listing may be provided for two persons who share the same surname and reside or have a business at the same address or for a person known by two first names.

Supplementary material not regularly provided as part of a primary listing is classified as extra line matter.

2. Rates and Charges

The monthly rate for primary listings is included in the monthly rate for the service.

The initial charge for a Primary Listing applies when establishing or changing the Primary Listing except when one or more exchange access lines are established; or when changing from either non-published service, non-address service, or non-list service with a monthly rate to listed service.

The rates and charges for Primary Listings are shown in the Price List Section of this Agreement.

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C. ADDITIONAL LISTINGS

1. Terms and Conditions

Additional listings are similar to primary listings and furnished in addition to primary listings at the request of the Customer.

To be eligible for an additional listing, the Customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent.

Supplementary material not regularly provided as part of an additional listing is classified as extra line matter.

Cellular telephone, pager, or voice messaging services may subscribe for additional listings. However, due to the technical nature of these services, the Company may place limitations on, or refuse a listing for cellular, pager or voice messaging services.

Residential additional listings may be the names of members of the family, or others, residing in and part of the Customer's household. A dual name additional listing may be provided to the customer subject to the terms and conditions for dual name listings in Part B. of this section.

Additional listings furnished in connection with nonresidence service may be, but are not limited to:

The names of partners or members, if the Customer is a partnership.

The names of representatives or employees of the Customer.

The names of individuals and firms which the Customer owns or controls or is duly authorized to represent. An individual or firm is considered to be represented in business by a Customer only when the Customer furnishes bona fide representation and the relationship is one of principal and agent. Listings are not furnished when the representation is nominal or incidental and the party to be listed essentially is a patron, client or tenant of the customer. The furnishing of answering or secretarial services is not considered to be representation.

Obsolete names, colloquial names, abbreviated names, names which are commonly spelled in more than one way, and rearrangement of names, when they are not designed to secure preferential position in the directory or for advertising purposes.

Additional nonresidence listings are not permitted in connection with residence service.

2 Rates and Charges

The initial charge for an Additional Listing applies when establishing or changing Additional Listings.

The monthly rate for an Additional Listing begins when the information records are posted. Information records are posted when the listing is accepted or when the directory in which it will appear is issued, at the option of the Customer.

The rates and charges for Additional Listings are shown in the Price List Section of this Agreement.

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D. ALTERNATE LISTINGS

1. Terms and Conditions

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

To be eligible for an alternate listing, a Customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent.

Cellular telephone, pager or voice messaging services may subscribe for alternate listings. However, due to the technical nature of these services, the Company may place limitations on, or refuse a listing for cellular, pager or voice messaging services.

2 Rates and Charges

The initial charge for an Alternate Listing applies when establishing or changing Alternate Listings.

The rates and charges for Alternate Listings are shown in the Price List Section of this Agreement.

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E. FOREIGN LISTINGS

1. Terms and Conditions

Foreign listings are listings in an alphabetical directory of an exchange other than the exchange in which the listed service is furnished. Foreign listings are similar to primary listings, except that extra line matter is sometimes required to direct the calling party in placing the call when the number cannot be dialed.

2. Rates and Charges

The initial charge for a Foreign Listing applies when establishing or changing Foreign Listings.

The rates and charges for Foreign Listings are shown in the Price List Section of this Agreement.

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F. NON-PUBLISHED SERVICE

1. Terms and Conditions

The name, address and telephone number of non-published service is not listed in the Company's alphabetical directories. The name and address, but not the telephone number, appear on information records available to the general public.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-Published Service to the extent that the telephone number associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing the number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part F, for non-published service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a non-published service or the disclosing of the number to any person. For additional liability information see Section 2 of this Agreement.

Providing the name, address and/or telephone number of a non-published service Customer for billing purposes only, to the Customer's primary interexchange carrier, does not constitute publication or disclosure of the Customer's name, address, and/or number.

Interexchange Carriers must not release the name, address, and/or telephone number of any non-published service Customer without the written consent of the Company and the Customer. Exceptions to this rule are as follows:

Use of name and address for the rendering of the interexchange carrier's bill to the Customer.

Release of the telephone number only for purposes of detail billing.

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F. NON-PUBLISHED SERVICE (Continued)

2. Rates and Charges

The initial charge for Non-Published Service applies when establishing or changing the Non-Published listing except when one or more exchange access lines are established or where assistance is requested in stopping harassing or obscene calls and Non-Published service is provided for a temporary period of 30 days or less to discourage the caller.

The monthly rate for Non-Published service does not apply:

To Pay Telephone Access Lines

To foreign exchange service where the Customer is also furnished exchange service from the normal exchange.

To additional service furnished to the same Customer at the same address.

Where the Customer has other service listed in the same name in the alphabetical directory for the territory in which the Customer is located, provided that both services are of the same class, or if the services are of different classes, arrangements have been made so that calls to the listed number will be answered at all times.

Where a Customer is a permanent guest residing in a hotel or club and has an additional listing showing the telephone number included with the primary directory listing furnished the hotel or club.

Where service is installed for a temporary period.

Where assistance is requested in stopping harassing or obscene calls and non-published service is provided for a temporary period of 30 days or less to discourage the caller.

The rates and charges for Non-Published Service are shown in the Price List Section of this Agreement.

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G. NON-LIST SERVICE

1. Terms and Conditions

Non-List Service allows Customers to exclude their name, address, and telephone number from appearing in the Company's alphabetical directories. However, the Customer's name, address, and telephone number will appear in the Directory Assistance information database and will be furnished to the calling party when requested through Directory Assistance.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-List Service to the extent that the name, address, and telephone number associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

The acceptance by the Company of the Customer's request to refrain from publishing the Customer's name, address and telephone number in the directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the name, address or telephone number of a Non-List Service Customer in the directory will attach to the Company, and where such name, address, and telephone number are published in the directory, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part G for Non-List service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the name, address and telephone number of a Non-List Service Customer. For additional liability information, see Section 2 of this Agreement.

Providing the name, address and telephone number of a Non-List Service Customer for billing purposes only, to the customer's primary interexchange carrier, does not constitute publication or disclosure of the address.

Interexchange Carriers must not release the name, address and telephone number of any Non-List Service Customer without the written consent of the Company and the Customer, except when the address is used for the purpose of rendering the interexchange carrier's bill to the customer.

2. Rates and Charges

The initial charge for Non-List service applies when establishing or changing the listing information associated with the address. The initial charge does not apply when the Non-List Service is set-up at the same time that the primary listing associated with the access line is established.

The rates and charges for Non-List Service are shown in the Price List Section of this Agreement.

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H. NON-ADDRESS SERVICE

1. Terms and Conditions

Non-Address Service allows Customers to list their name and telephone number in the alphabetical directory or information records available to the general public but not to list the address where the telephone service is located.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-Address Service to the extent that the address associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

The acceptance by the Company of the Customer's request to refrain from publishing the Customer's address in the directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the address of Non-Address Service in the directory or disclosing the address to any person will attach to the Company, and where such an address is published in the directory, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part H for Non-Address service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the address of a Non-Address Service Customer or the disclosing of the address to any person. For additional liability information see Section 2 of this Agreement.

Providing the address of a Non-Address Service Customer for billing purposes only, to the Customer's primary interexchange carrier, does not constitute publication or disclosure of the address.

Interexchange Carriers must not release the address of any Non-Address Service Customer without the written consent of the Company and the Customer, except when the address is used for the purpose of rendering the interexchange carrier's bill to the Customer.

2. Rates and Charges

The initial charge for Non-Address Service applies when establishing or changing the listing information associated with the address. The initial charge does not apply when the Non-Address Service is set-up at the same time that the primary listing associated with the access line is established.

The rates and charges for Non-Address Service are shown in the Price List Section of this Agreement.

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I. LOGO LISTINGS

1. Terms and Conditions

Logo Listings allow residential customers to make their listing in the White Pages alphanumeric directory distinctive by captioning their listing with a logo that depicts their hobby, interest, or school.

Only residential service customers may subscribe to Logo Listings.

Subscribers must select from a list of logos provided by the Company. Customers are not allowed to create their own logos.

Logo Listings may be purchased for primary, additional, or alternate listings.

The minimum period for Logo Listings is the entire directory period which is generally one year. Customers requesting cancellation and/or discontinuation of the Logo Listing after the directory close date will be charged for the Logo Listing until a new directory is issued which does not have the Logo Listing included.

Customers may pay for the Logo Listing by paying the charge for one year as an up front one time charge rather than paying the monthly charge. Customers making the annual payment will not receive a refund in the event that the Customer does not continue service at that address or telephone number for the entire directory period.

2. Rates and Charges

The rates and charges for Logo Listings are shown in the Price List Section of this Agreement.

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J. ELECTRONIC ADDRESS LISTINGS

1. Terms and Conditions

Electronic Address Listings provide listing information associated with the Customer such that the Customer may be contacted via electronic (computer) access using the Customer's Uniform Resource Locator (URL) and/or E-Mail address.

The rates and regulations specified herein apply only to listings in the White Pages alphabetical directory.

Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its sole judgment, such listings would violate the integrity of Company records and its directories, confuse individuals using the directory, or when the subscriber cannot provide satisfactory evidence that he/she is authorized to do business as requested.

Electronic Address Listings may or may not be associated with a primary or regular additional listing.

Electronic Listings will be accepted for parties who do not purchase their local telephone service from the Company. Listings for parties whose telephone service is not provided by the Company must pay for their listing on an annual basis prior to the listing appearing in the directory. These Customers will be billed the nonrecurring charge plus 12 times the monthly service rate, equivalent to purchasing the service for twelve months.

2. Rates and Charges

The nonrecurring charge for Electronic Address Listings applies to establish or change an Electronic Address Listing.

The rates and charges for Electronic Address Listings are shown in the Price List Section of this Agreement.

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K. SECRETARIAL LISTINGS

1. Terms and Conditions

Secretarial answering services may subscribe to Secretarial Listings on its administrative service or on its direct inward dialing service for its patrons who do not have a requirement for local exchange service.

Secretarial Listings must have the same address as the secretarial answering service.

The secretarial answering service subscribing to Secretarial Listings for its patrons must not provide telephone facilities for the use of its patrons nor may the patrons be permitted to use the secretarial answering service's administrative telephone service.

The secretarial answering service subscribing to Secretarial Listings will be responsible for all charges, including toll, applied to the telephone number listed for the patron.

2. Rates and Charges

The rates and charges for Secretarial Listings are shown in the Price List Section of this Agreement.

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L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS)

1. General

- a. The Company will provide Emergency Service Provider Database Service (ESPDS) to the customer (city, county, or municipality) solely for the purpose of delivering or assisting in the delivery of emergency notification. Customers ordering this service are required to provide written certification to the Company showing that they have the capability and authority to provide the service for which the data is intended.
- b. The extract will include published, non-published, listed, and non-listed information including listed information of Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed name, listed address (if present) and ten-digit telephone number.
- c. ESPDS is available by, and must be ordered by, one of the following primary criteria:
 1. City/Municipality Name and State
 2. County Name and State

Customers may specify incorporated municipalities, unincorporated municipalities, or both. The information contained in all extract files will be sorted by telephone number in ascending sequence. Extracts will only be provided for the customer's jurisdictional area for which emergency services or emergency support services are authorized. Foreign listings, Foreign Exchange, Foreign Central Office, and Multiple Listings will be excluded from the extract.

- d. The information provided by ESPDS may not be used, in whole or part, to provide Basic 911 or E911 Service. Misuse of the data provided pursuant to this tariff or failure to comply with any other provisions of this tariff will be cause for immediate suspension of the service provided hereunder.
- e. Any information shared between the Company and the ESPDS customer is considered confidential and proprietary.
- f. The information provided by ESPDS is available to customers utilizing one of the following data storage methods 1) CD-ROM or 2) e-mail dependent on file size constraints. Customers must specify the storage method when ESPDS is ordered.

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L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS) (Continued)

2. Definitions

EMERGENCY

Presence of actual or imminent conditions which present either:

- an immediate danger to the health or safety of people or
- a likelihood of severe irreparable damage to property.

EMERGENCY NOTIFICATION SERVICES

Emergency Notification Services are services that notify the public of an emergency.

EMERGENCY SERVICES

Emergency services include 911 emergency services (incoming calls to PSAP) and emergency notification services.

EMERGENCY SUPPORT SERVICES

Information or database management services used in support of emergency services.

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Section 20 – Directory Listings

L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS) (Continued)

3. Regulations

- a. Emergency services providers and emergency support services providers requesting this service must meet the current network standards and must cooperate with the Company's network operations center (NOC) to avoid network problems associated with the use of data obtained through this service.

Geographically focused calling patterns that result from the use of data provided hereunder may cause problems, including congestion, in the Company's network. One or more of the following must be used by the ESPDS customer to prevent network congestion problems:

1. The ESPDS customer's calling platforms should be equipped within reorder tone (RO) and "No Circuit Available" (NCA) announcement detection capability. Each platform should provide the capability to automatically throttle back call origination when a threshold of RO and NCA is reached. The throttling algorithm should allow for reduction call origination to the point where 99 percent of call origination reaches neither NCA nor RO.
 2. The ESPDS customer's calling platforms should be designed with a call gapping mechanism to allow specification of, at most, one originating call per a specified time interval to any specific NPA-NXX code. The gaps should be capable of any time interval between 0 and 10 seconds. This is intended to give the ESPDS subscriber the capability of preventing excessive simultaneous call origination.
 3. If the Company's NOC center determines that the call volume is having a negative impact on the Company's network, the NOC will request the ESPDS customer to throttle the outgoing calls generated by the event to a specified number of simultaneous calls. The ESPDS customer must implement each request within ten minutes of receipt from the Company's NOC center.
- b. The Company's NOC center must be notified of the target location and size of the event at the launch of an emergency call origination exceeding 1000 calls. The Company will provide a contact number to the ESPDS customer for this purpose. The subscriber will also provide the name (s) of the carrier(s), which will be utilized by the customer for the emergency call origination and the number of simultaneous calls.
- c. Each ESPDS customer must provide Company's NOC center up-to-date contact information for 7 days per week, 24 hours per day, and contact information for three levels of management escalation.
- d. The ESPDS customer agrees to work cooperatively with the Company's NOC in order to avoid network congestion that may affect the ability of customers to call out of an affected area. This includes implementation of call gaps on the calling platform at intervals recommended by Company's NOC.

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L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS) (Continued)

3. Regulations (Continued)

- e. The Company's NOC will utilize protective controls including those outlined in the Company's Intrastate Access Service Tariff, in order to minimize congestion and to allow the customers the ability to call out of an affected area. The traffic originated based upon the ESPDS customer's use of the data provided hereunder may be affected by these controls. The Company will not be liable for the intentional or unintentional blockage of any traffic in any way related to the ESPDS customer's use or the use by its agents or contractors of the data provided hereunder.
- f. The Company does not guarantee the completion of mass calling on its network.
- g. With respect to the database extract file provided by this service, the ESPDS customers, providers of emergency services, providers of emergency support services, and their employees shall:
 - 1. Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information.
 - 2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties.
 - 3. Be responsible for determining the information it will use from the data provided by this service
 - 4. Use the information only in connection with delivering or assisting in the delivery of emergency services and
 - 5. Notify the Company immediately if there is confirmed or suspected misuse of the data by any party or parties.
- h. Any published, listed, or non-published number or any information provided by the Company shall be used only by an ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency services. Any use involving the reproduction, publishing, reselling, disclosing, tampering with, or providing access to information in the database for any purpose other than the provision of emergency support services is strictly prohibited and any known violations must be reported to the Company immediately. Information obtained by the ESPDS customer pursuant to this tariff may be provided to the ESPDS customer's client(s) as a part of the call attempts/completions reports only upon execution by the ESPDS customer's client(s) of a written agreement limiting use of the information and providing for its protection in the same manner as is set forth in this tariff regarding use and protection of the information by the ESPDS customer. The Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to ESPDS.

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L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS) (Continued)

3. Regulations (Continued)

- i. The data shall be secured by the ESPDS customer from unauthorized usage.
- j. The company shall not be required to modify its network operations or protocols to accommodate any emergency services providers' or emergency support providers' equipment, systems or data processors.
- k. Emergency Service Providers Data service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs.
- l. The emergency services provider or emergency support services provider agrees to hold harmless and indemnify the Company, its employees, directors, officers, agendas, and subcontractors from and against any and all claims or suits which arise out of or result from the provision of the database extract file, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omission in the file or the use of such information by the ESPDS customer, emergency services providers, or the emergency support services providers.
- m. Each emergency services provider or emergency support services provider agrees to release, defend, indemnify and hold harmless the Company, its agents and subcontractors from any and all losses, claims, demands, suits, and other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person: 1) for any personal injury to or death of any person or persons, or any loss, damage or destruction of any property, whether owned by the customer or others, and which arises out of the negligence or other wrongdoing act of the Company, the customer, its user agencies or municipalities or employees or agents of any one of them, or 2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, but the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of the service and the equipment associated therewith, including, but not limited to, the identification for the telephone number, service address or name associated with the telephone number used by the party or parties utilizing the service hereunder, or 3) arising out of any action or omission of the customer, in the course of using services provided pursuant to this Tariff.
- n. In the event the data is enhanced, modified, and/or merged with data obtained from other sources by the ESPDS customer, all restrictions, regulations, and limitations contained in this tariff remain applicable to the ESPDS customer.

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L. EMERGENCY SERVICE PROVIDER DATABASE SERVICE (ESPDS) (Continued)

3. Rates and Charges

The rates and charges for ESPDS are shown in the Nonresidence Price List Section of this Agreement.