

APPENDIX WP

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. SERVICE PROVIDED 3

3. USE OF SUBSCRIBER LISTING INFORMATION 6

4. PRICING 6

5. LIABILITY 7

6. BREACH OF CONTRACT 7

7. TERM..... 8

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 8

**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to COMCAST for inclusion of End User Listings in TDS TELECOM White Page Telephone Directories and Directory Assistance databases provided by TDS TELECOM.
- 1.2 The prices at which TDS TELECOM agrees to provide COMCAST with White Page and Directory Assistance database services are contained in the applicable Appendix PRICING.

2. SERVICE PROVIDED

- 2.1 TDS TELECOM publishes White Pages (WP) directories for geographic areas in which COMCAST also provides local exchange telephone service, and COMCAST wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 COMCAST also desires distribution to its End Users of the WP directories that include listings of COMCAST's End Users.
- 2.3 TDS TELECOM shall provide COMCAST and its End Users access to WP and/or directory listings under the following terms:
 - 2.3.1 COMCAST shall furnish to TDS TELECOM via a Local Service Request (LSR) or Directory Service Request (DSR) all new, changed and deleted subscriber listing information pertaining to COMCAST End Users located within the local directory scope, along with such additional information as TDS TELECOM may require to prepare and print the alphabetical listings of said directory. COMCAST may provide COMCAST's subscriber listing information to TDS TELECOM for inclusion in the WP directory up to ten (10) days prior to the business office close date. Applicable service order charges as set forth in Appendix PRICING shall apply. TDS TELECOM will provide the business office close date(s) to COMCAST for the WP directory immediately following the execution of this Agreement by both Parties and, following that, once annually at least one-hundred twenty (120) days in advance of future business office close dates.
 - 2.3.2 So long as COMCAST provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all COMCAST End Users located within the local directory scope. TDS TELECOM will also

include, where applicable for COMCAST business End Users, one alphabetical, non-bold yellow page listing on the same basis as provided for TDS TELECOM business End Users.

- 2.3.3 Additional, designer and foreign listings will be offered by TDS TELECOM upon request at tariffed rates as set forth in applicable TDS TELECOM General Subscriber Services Tariffs.
- 2.3.4 COMCAST's End User listings will be alphabetically interfiled with TDS TELECOM's subscriber listings of the WP directory. After the business office close date for a particular directory, TDS TELECOM shall provide COMCAST the directory publisher's interfiled proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each COMCAST End User. COMCAST shall review this verification list upon receipt and shall submit to TDS TELECOM any necessary additions, deletions or modifications within five (5) Business Days.
- 2.3.5 Each COMCAST subscriber will receive one copy per primary End User listing of TDS TELECOM's WP directory in the same manner and at the same time that they are delivered to TDS TELECOM's subscribers during the annual delivery of newly published directories. TDS TELECOM has no obligation to provide any additional WP directories above the directories provided to COMCAST or COMCAST customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, COMCAST may provide to TDS TELECOM written specifications of the total number of directories that it will require, at least sixty (60) days prior to the business office directory close date. In that event, TDS TELECOM will deliver the remaining directories included in the COMCAST's order in bulk to an address specified by COMCAST.
- 2.3.6 TDS TELECOM will provide COMCAST with 1/8th page in each directory (where COMCAST has or plans to have local telephone exchange customers) for COMCAST to include COMCAST specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, COMCAST shall provide TDS TELECOM with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of COMCAST's camera-ready copy shall be subject to TDS TELECOM's approval, which shall not unreasonably be withheld.
- 2.3.7 At its request, COMCAST may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area

where COMCAST provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than TDS TELECOM's "Informational Pages". Sixty (60) calendar days prior to the business office directory close date, COMCAST shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.

2.3.8 TDS TELECOM will include and maintain COMCAST End User listings in TDS TELECOM's Directory Assistance databases. To the extent that TDS TELECOM's directory assistance listings are maintained in a database administered by a third party, COMCAST shall cooperate with TDS TELECOM as needed to have COMCAST listings loaded into such database. COMCAST shall provide such Directory Assistance listings to TDS TELECOM at no charge.

2.3.8.1 The Parties acknowledge that at the time of execution of this Agreement, TDS TELECOM is unable to load CLEC End User listings into the Directory Assistance database administered by Verizon, or its successor Fairpoint.

2.3.8.2 TDS TELECOM agrees to use commercially reasonable efforts to establish a Directory Assistance database feed with Verizon (Fairpoint) and upon completion shall include CLEC listing information on the same basis as TDS TELECOM provides for its customer listings.

2.3.8.3 Until such time as TDS Telecom is able to load CLEC customer listings into the DA database administered by Verizon (Fairpoint) TDS Telecom shall process CLEC Local Service Orders at a reduced rate of \$10/LSR and Directory Service Orders at no charge. Upon written notice to CLEC indicating that the DA database feed has been established CLEC shall within thirty (30) days provide a written response to TDS Telecom as to whether CLEC will use the TDS Telecom interface of loading CLEC customer listings into the DA database and all subsequent service orders will be assessed the rates listed in Appendix Pricing. If no response is provided by the CLEC within thirty (30) days of such notice of availability from TDS Telecom, all subsequent service orders will be assessed the rates listed in Appendix Pricing. Notwithstanding the foregoing, CLEC, in its sole discretion, may elect in writing not to use the TDS Telecom interface for loading CLEC customer listings into the DA database in which case service order pricing shall continue at the reduced rate of \$10/LSR and Directory Service Orders at no charge.

2.3.9 COMCAST shall provide to TDS TELECOM, pursuant to the LSR or DSR provisioning process as described in Section 2.3.1 above, 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 WP directories (Non-published). Non-Published listings will be subject to the rates as set forth in TDS TELECOM's applicable General Subscriber Services Tariff. Comcast is responsible to properly reflect in the LSRs or DSRs where the name, address and telephone number(s) of its End User is omitted from the directory assistance database, the WP directories, or both.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 COMCAST authorizes TDS TELECOM to include and use the subscriber listing information provided to TDS TELECOM pursuant to this Appendix in TDS TELECOM's appropriate printed WP directory and Directory Assistance database(s). Included in this authorization is the exchange of extended area service listings TDS TELECOM provides for Independent Company directory publications and release of COMCAST listings to requesting competing carriers solely as required by Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is TDS TELECOM's use of COMCAST's subscriber listing information in TDS TELECOM's current and future directory.
- 3.2 TDS TELECOM will take appropriate measures to guard against any unauthorized use of COMCAST's directory listing information using the same measures and at the same level of confidentiality that TDS TELECOM affords its own directory listing information.

4. PRICING

- 4.1 The rates for the services described herein are identified in Appendix PRICING. If COMCAST provides its subscriber listing information to TDS TELECOM's listings database, TDS TELECOM will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to COMCAST End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to COMCAST. Included in this rate, COMCAST will receive for its End User, one primary listing in TDS TELECOM's WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either COMCAST's End Users, or in bulk to the COMCAST location. TDS TELECOM has no obligation to warehouse WP directories for COMCAST or provide WP directories to COMCAST's End Users subsequent to the annual distribution of newly published directories.
- 4.2 TDS TELECOM has no obligation to provide any additional WP directories above the number of directories distributed to the COMCAST End Users or forecast by COMCAST per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to COMCAST or COMCAST's End Users

after the annual distribution of newly published directories, TDS TELECOM will in good faith attempt to accommodate COMCAST requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.3.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, TDS TELECOM will provide the directories in bulk to COMCAST and will assess a per book charge.

5. LIABILITY & INDEMNIFICATION

- 5.1 COMCAST hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in COMCAST's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or COMCAST's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. The above notwithstanding, TDS TELECOM shall indemnify COMCAST for claims by third parties for errors in directory listings to the extent, and only to the extent, such claims are caused by the intentionally wrongful acts or gross negligence of TDS TELECOM or its employees.
- 5.2 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix and the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of TDS TELECOM's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

7. TERM

- 7.1 The term of this Appendix shall be coterminous with the term of the Interconnection Agreement. Upon termination, where no successor interconnection agreement is being negotiated, arbitrated or adopted, TDS TELECOM shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by COMCAST, and shall promptly return such subscriber listing information to the COMCAST.
- 7.2 Upon termination of the Interconnection Agreement, where no successor interconnection agreement is being negotiated, arbitrated or adopted, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.