

**DIRECTORY ASSISTANCE AGREEMENT**

This Directory Assistance Agreement ("Agreement") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and FOX ("Co-Provider"). This Agreement may refer to [Co-Provider] or to USWC as a Party ("Party") to this Agreement. The Directory Assistance service(s) provided in this Agreement (the "Services") shall be delivered in the state of WA.

**WHEREAS**, USWC desires to provide the Services as described herein.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SCOPE OF AGREEMENT**

1.1 The Directory Assistance service is a telephone number, voice information service that USWC provides to other telecommunications carriers and its own end users. The published and non-listed telephone numbers provided within the relevant geographic area are only those contained in USWC's current Directory Assistance database. USWC offers the following five, separate options:

- 1.1.1 Regional Directory Assistance service - permits [Co-Provider]'s end users to receive published and non-listed telephone numbers from the NPA/LATA geographic areas within USWC's 14 state territory.
- 1.1.2 National Directory Assistance service - permits [Co-Provider]'s end users to receive listings from USWC's entire United States database ([Co-Provider] must subscribe to Regional Directory Assistance service to subscribe to National Directory Assistance service).
- 1.1.3 Call Branding service - permits [Co-Provider]'s end users to receive the service options in 1.1.1 and 1.1.2 branded with the brand of [Co-Provider], where technically feasible. Call Branding provides the announcement of [Co-Provider]'s name to [Co-Provider]'s end user during the introduction of the call, and at the completion of the call when [Co-Provider] uses Directory Assistance Call Completion service.
- 1.1.4 Directory Assistance Call Completion service - permits [Co-Provider]'s end users to connect the requested local or intraLATA telephone number directly, where available, without having to dial another call, using the USWC intraLATA toll network.
- 1.1.5 Directory Assistance Call Completion Link service - permits [Co-Provider]'s end user to connect the requested interLATA telephone number directly, where available, without having to dial another call, by USWC returning the end user to [Co-Provider] for completion by the end user's selected interexchange carrier. (USWC is restricted from completing interLATA calls.)

**2. TERMS AND CONDITIONS**

2.1 [Co-Provider] hereby elects to receive the following Directory Assistance service options:

- Regional Directory Assistance Service
- National Directory Assistance Service
- Call Branding
- ~~NO~~ Directory Assistance Call Completion
- Directory Assistance Call Completion Link

2.2 [Co-Provider] will complete the "USWC Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request the Services. A copy of the Questionnaire is attached to this Agreement, and [Co-Provider] represents that the information completed is true and correct to the best of its knowledge and belief.

2.3 USWC's Directory Assistance database contains only those published and non-listed telephone numbers provided to USWC by its own end users and other telecommunications carriers.

2.4 USWC will provide access to the Services via dedicated multi-frequency (MF) operator service trunks purchased from USWC or provided by [Co-Provider]. These operator service trunks will be connected directly to USWC's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. [Co-Provider] will be required to order or provide an operator service trunk for each NPA served.

2.5 USWC agrees to answer ninety percent (90%) of all Directory Assistance calls within ten (10) seconds or less. The foregoing is based upon the same performance standards and criteria as USWC provides to itself and under no circumstances shall USWC be required nor shall this Agreement be construed as requiring that a higher or better level of service be provided to [Co-Provider] than USWC provides to itself. In no event shall USWC be liable to [Co-Provider] or [Co-Provider]'s end users for any failure by USWC to meet this standard.

2.6 USWC shall provide and maintain, at its offices, the equipment and personnel necessary to perform the Directory Assistance services specified in this Agreement. [Co-Provider] shall provide and maintain, at its offices, the equipment, facilities, lines and materials necessary to connect its telecommunication facilities to an agreed upon intraLATA point of connection.

**3. TERM AND TERMINATION**

This Agreement arises out of an Interconnection Agreement between the Parties, which was approved by the public utilities commission in the state where the Services will be delivered. This Agreement shall be effective upon execution and delivery by the Parties (or any required approval), and it shall terminate at the same time as the said Interconnection Agreement. Provided, however, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other. If USWC continues to provide and [Co-Provider] continues to purchase Services upon the expiration of this

Agreement, such activity will be governed by the terms of this Agreement at USWC's then-current rates, including either Party's ability to terminate this Agreement, in whole or in part, on 30 days notice.

#### 4. RATE ELEMENTS

- 4.1 The following per call rate is applicable for Regional Directory Assistance service and National Directory Assistance service, where selected by [Co-Provider]. The per call rate may be changed from time to time by USWC and such changes may vary from state to state, but changes will be made only upon thirty (30) days prior written notice.

Regional Directory Assistance	\$0.34
National Directory Assistance	\$0.385

- 4.2 A non-recurring set up and recording fee will be applicable for establishing the custom Call Branding option. Such non-recurring charge(s) must be paid prior to commencement of the service. [The following price has intentionally been left blank, and USWC will supply a price to [Co-Provider] upon completion of its pricing.]

Call Branding	\$
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- 4.3 A per call rate for Directory Assistance Call Completion and Directory Assistance Call Completion Link will be applicable. Additional charges for USWC IntraLATA Toll services also apply for completed intraLATA toll calls. Additional charges for interLATA may apply from the interLATA toll carrier. [The following prices have intentionally been left blank, and USWC will supply the prices to [Co-Provider] upon completion of its pricing.]

Directory Assistance Call Completion	\$
Directory Assistance Call Completion Link	\$

#### 5. BILLING

- 5.1 USWC will track and bill [Co-Provider] on a monthly basis for the number of calls placed to USWC's Directory Assistance service by [Co-Provider]'s end users.
- 5.2 For purposes of determining when [Co-Provider] is obligated to pay the per call rate, the call shall be deemed made and [Co-Provider] shall be obligated to pay when the call is answered by the USWC operator. An end user may request and receive no more than two telephone numbers per Directory Assistance call. USWC will not credit, rebate or waive the per call charge due to any failure to provide a telephone number, or due to any incorrect information.
- 5.3 [Co-Provider] alone and independently establishes all prices it charges its end users for the Directory Assistance services provided by means of this Agreement.

**6. PAYMENT**

- 6.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
- 6.2 Unless prohibited by law, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less.
- 6.3 Should [Co-Provider] dispute any portion of the monthly billing under this Agreement, [Co-Provider] will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. [Co-Provider] shall pay all amounts due. Both [Co-Provider] and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

**7. CONFIDENTIAL INFORMATION**

- 7.1 "Confidential Information" means all documentation and technical and business information, whether oral, written or visual, which is legally entitled to be protected from disclosure, which a Party to this Agreement may furnish to the other Party or has furnished in contemplation of this Agreement to such other Party. Each Party agrees (1) to treat all such Confidential Information strictly as confidential and (2) to use such Confidential Information only for purposes of performance under this Agreement or for related purposes.
- 7.2 The Parties shall not disclose Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of an obligation to, or in connection with any proceeding before any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. The Parties' obligations under this Section shall continue for one (1) year following termination or expiration of this Agreement.

**8. FORCE MAJEURE**

With the exception of payment of charges due under this Agreement, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

**9. LIMITATION OF LIABILITY**

USWC SHALL BE LIABLE TO [CO-PROVIDER], AND [CO-PROVIDER] ONLY, FOR THE ACTS OR OMISSIONS OF USWC, EXPRESSLY INCLUDING THE NEGLIGENT

ACTS OR OMISSIONS OF USWC OR THOSE ATTRIBUTABLE TO USWC, IN CONNECTION WITH USWC'S SUPPLYING OR [CO-PROVIDER]'S USING THE DIRECTORY ASSISTANCE SERVICE, BUT STRICTLY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THIS AGREEMENT. IT IS EXPRESSLY AGREED THAT USWC'S LIABILITY TO [CO-PROVIDER], AND [CO-PROVIDER]'S SOLE AND ONLY REMEDY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT SHALL BE A REFUND TO [CO-PROVIDER] OF THE AMOUNT OF THE CHARGES BILLED AND PAID BY [CO-PROVIDER] TO USWC FOR FAILED OR DEFECTIVE SERVICES. UNDER NO CIRCUMSTANCES OR THEORY, WHETHER BREACH OF AGREEMENT, PRODUCT LIABILITY, TORT, OR OTHERWISE, SHALL USWC BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES OR INCIDENTAL DAMAGES, AND ANY CLAIM FOR DIRECT DAMAGES SHALL BE LIMITED AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL USWC EVER BE LIABLE TO [CO-PROVIDER]'S END USERS FOR ANY DAMAGES WHATSOEVER.

#### **10. INDEMNIFICATION**

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. [Co-Provider] is indemnifying USWC from any claim made against it by a [Co-Provider] end user on account of [Co-Provider]'s end user's use or attempted use of the Directory Assistance service. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorneys' fees.

#### **11. LAWFULNESS OF AGREEMENT**

11.1 This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to [Co-Provider] to that effect.

11.2 If a provision of this Agreement is so terminated, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Directory Assistance service is delivered to the end user.

**13. DISPUTE RESOLUTION**

Any claim, controversy or dispute between the Parties shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law and knowledgeable about telecommunications. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

**14. DEFAULT**

If a Party defaults in the performance of any substantial obligation herein, and such default continues, uncured and uncorrected, for thirty (30) days after written notice to cure or correct such default, then the non-defaulting Party may immediately terminate this Agreement. Subject to Section 9 (Limitation of Liability) above, the non-defaulting Party may also pursue other permitted remedies by arbitration as set forth above.

**15. SUCCESSORS, ASSIGNMENT**

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other Party, which permission shall not unreasonably be withheld; provided, however, that USWC may assign its rights and delegate its duties under this Agreement to its parent, its subsidiaries, or its affiliates without prior, written permission.

**16. AMENDMENTS TO AGREEMENT**

The Parties may by mutual agreement and execution of a written amendment to this Agreement amend, modify, or add to the provisions of this Agreement.

**17. NOTICES**

All notices required or appropriate in connection with this Agreement shall be in writing and shall be deemed effective and given upon deposit in the United States Mail, postage pre-paid, addressed as follows:

**[Co-Provider]**

**USWC**  
Director Interconnection Compliance  
1801 California, Room 2410  
Denver, Colorado 80202

**Copy to:**

U S WEST Law Department  
General Counsel-Interconnection  
1801 California Street, Room 5100  
Denver, Colorado 80202

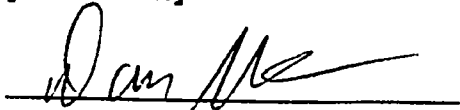
**18. ENTIRE AGREEMENT**

This Agreement, together with any jointly-executed written amendments, constitutes the entire agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

**[Co-Provider]**


**U S WEST Communications, Inc.**





Signature

Signature





Name Printed/Typed

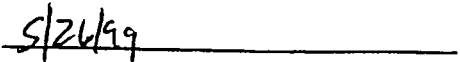
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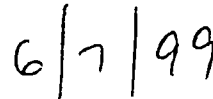




Title

Title





Date

Date