

10.4.2.4 If CLEC provides its End User Customer's Listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer Listings information for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, **and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database.** Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. **Qwest will not market to CLEC's End User Customers based on segregation of CLEC's Listings.** Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.²²

10.4.2.5 **CLEC End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.**²³

10.4.2.6 **To the extent that state Tariff(s) limit Qwest's liability with regard to Listings, Sections 2.4.4 and 5.7.1 (E and F) of the Washington Exchange and Network Services Tariff, (or other applicable sections regarding limitation of liability for Listings) are incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.**²⁴

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and Qwest's End User Customers. All requests for white pages directory listings, whether for CLEC or Qwest End User Customers, follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take all reasonable steps to ensure that CLEC's nonpublished

²² *Washington UTC Arbitrator's Report and Decision, dated March 30, 2009, Docket UT-083041, Order 07, p. 47.*

²³ *Washington UTC Arbitrator's Report and Decision, dated March 30, 2009, Docket UT-083041, Order 07, p. 49.*

²⁴ *Washington UTC Arbitrator's Report and Decision, dated March 30, 2009, Docket UT-083041, Order 07, p. 15 and Final Order affirming Arbitrator's Report and Decision, dated July 23, 2009, Docket UT-083041, Order 10, ¶ 23, p. 6.*