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# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

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# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.1 Service Management System (SMS) Storage

### **A34.1.1 Description of Service**

A. Service Management System (SMS) Storage is utilized for storing subscription versions of data and report information for Advanced Intelligent Network (AIN) services. Multiple configurations of subscription data may be kept on file in SMS Storage and may be activated or changed by customer request.

### **A34.1.2 Definitions**

#### ADVANCED INTELLIGENT NETWORK (AIN)

The Advanced Intelligent Network (AIN) is an evolutionary telecommunications platform that utilizes the infrastructure of the existing switch-based network and Common Channel Signaling System 7 (CCS7) architecture. The AIN architecture introduces centralized computer devices to host service applications that are integrated with Stored Program Control switch resident software, CCS7 and ISDN protocol.

### SERVICE MANAGEMENT SYSTEM

The Service Management System (SMS) is an AIN Operation Support System that distributes, interfaces and manages the AIN service applications and customer information resident in AIN Service Control Points and Service Nodes. The SMS provides the capability to provision AIN services, to maintain existing services and to obtain pertinent AIN reports.

#### A34.1.3 Terms and Conditions

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- A. SMS Storage is available where facilities or arrangements permit.
- B. Except as noted, SMS Storage is subject to all general *terms and conditions* applicable to the provisioning of service by the Company as stated in Section A2.
- C. Suspension of Service as specified in Section A2. is not applicable for SMS Storage.

### **A34.1.4** Application of Rates

A. Storage charges apply to the amount of storage, measured in units of 100 Kbytes<sup>1</sup>, occupied by a customer's files in the SMS. Storage will be measured on a calendar month and charges for the month will be based on the customer's highest level of storage during the month. For purposes of billing, a partial unit of storage will be rounded up to the nearest unit.

### A34.1.5 Rates and Charges

- A. Rate Elements
  - 1. Storage

(a) Per Unit Charge USOC \$1.00 NA

# A34.2 (DELETED)

**Note 1:** A Kbyte is equal to 1024 bytes.

# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.5 CrisisLink Service (Cont'd)

### **A34.5.2 Definitions**

#### ARRANGEMENT

A CrisisLink serving arrangement consists of one or more routing plans that have been identified by the subscriber.

#### ROUTING PLAN

A CrisisLink routing plan is the alternate call routing plan esablished by the subscriber that can be activated at the subscriber's request.

#### REDIRECTED NUMBER

A redirected number is any subscriber number included in the CrisisLink plan for which incoming calls will be rerouted when the plan is activated.

#### A34.5.3 Terms and Conditions

54.5.5 Terms and Condutors

- A. CrisisLink service is available where facilities or arrangements permit.
- **B.** A subscriber may identify up to three (3) Backup Numbers for each CrisisLink service plan.
- **C.** During a CrisisLink activation, a subscriber may request the following changes to his routing plan and these changes will be performed at no additional charge:
  - Change Backup Numbers
  - Add Backup Numbers up to a total of three
  - Turn test call capability on or off
  - Rearrange the distribution of calls
- **D.** Limitations and use of service as stated in Section A2. will apply.
- E. Toll charges or switched access charges will apply for each call rerouted to a subscriber location not included in the same local calling area as the original subscriber location.
- F. The CrisisLink subscriber must identify an Interexchange Carrier (IC) for any traffic routed to an out of LATA location.
- **G.** Suspension of Service as covered in Section A2. is not applicable for this service.
- H. A twelve month minimum service period is required. Subscribers who prematurely disconnect will incur termination charges.
- I. A maximum of ten (10) Redirected Numbers can be included in a CrisisLink plan. The subscriber may establish multiple plans per location if more than ten Redirected Numbers are required for the subscriber's arrangement at a location.
- J. Each of the CrisisLink subscriber's Redirected Numbers must reside in a Company central office.
- **K.** The CrisisLink subscriber must subscribe to adequate exchange facilities to transport the calls routed to the alternate routing locations.
- L. The activated CrisisLink service will remain active until the CrisisLink subscriber requests to have original call routing restored.

### A34.5.4 Limitation of Liability

A. CrisisLink is intended to allow a subscriber to reroute incoming calls. It may provide help during some network affecting problems, such as a cut cable between the end office and the subscriber's location. However, the Company does not guarantee the availability or reliability of CrisisLink in the event of a network affecting disaster. In the event of a network affecting disaster, CrisisLink may function normally, may not function at all, or it may function unpredictably depending on what part of the network is affected and how serious the affect is.

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# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.5 CrisisLink Service (Cont'd)

## A34.5.4 Limitation of Liability (Cont'd)

- B. Activation of subscriber plans will be performed on a first come, first served basis. When the subscriber requests that CrisisLink be activated, every effort will be made to activate the service as rapidly as possible. However, the length of the delay between the time that the CrisisLink subscriber requests activation and the time that activation actually occurs depends on a number of factors including the number of other CrisisLink activations being processed when a particular request is received as well as the network load at the time the CrisisLink activation command is received. In the case of an area-wide crisis, if many subscribers call at the same time to request service activation, those calling last may have a considerably longer waiting period for activation to be completed. As a result, no representation is made as to the length of time it will take to implement a particular activation request.
- C. In no event shall the Company, nor its agents, be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission, or failure of performance by the Company, or its employees, or agents, in connection with this *Guidebook*. Neither the Company, nor its agents, shall be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment, nor on equipment owned or leased by the subscriber.
- **D.** Neither the Company, nor its agents, assume liability for any loss of revenues, increased costs, expenses, liabilities, or inconvenience experienced by the subscriber due to any unsatisfactory performance of CrisisLink. Further, neither the Company, nor its agents, shall assume any liability for consequential, indirect or incidental damages.

#### A34.5.5 Restrictions

A. A CrisisLink alternate routing number can not be a subscriber Redirected Number in another active routing plan within the LATA.

### A34.5.6 Rates and Charges

- A. Application of Rates
  - 1. The CrisisLink service Nonrecurring Charge and Monthly Rate apply for each CrisisLink plan established by the subscriber. The charges for the First Plan will apply for the first plan established per subscriber location. The charges for Each Additional Plan will apply for all other plans established per subscriber location. One Redirected Number per plan is included in these charges.
  - 2. A volume discount may apply to CrisisLink service subscribers with multiple locations. This volume discount will apply to the CrisisLink service Nonrecurring Charge for the First Plan, for each location where CrisisLink service is established, if the subscriber signs a contract to commit to a specific number of locations. A non-36-month contract CrisisLink service subscriber will be allowed a grace period of 6 months to attain the committed number of locations; a 36-month contract CrisisLink service subscriber will be allowed a grace period of 12 months. If the contracted number of locations is not realized, the subscriber will be required to pay the appropriate nonrecurring Charge for the number of locations provisioned with CrisisLink service. Also, if a CrisisLink service subscriber commits to a specific number of locations, and later commits to an additional number of locations which results in a lower Nonrecurring Charge, no credit will apply to the nonrecurring Charge paid for subscriber locations previously activated.
  - 3. The CrisisLink Redirected Number Nonrecurring Charge and Monthly Rate apply for each additional Redirected Number included in a routing plan.
  - 4. A discounted monthly rate per CrisisLink Plan and per Redirected Number may apply if the subscriber signs a 36-month contract for the service. Contract-rate subscribers who terminate prior to the expiration of the 36-month contract period will incur termination charges. Termination charges will be calculated by multiplying the number of plans by 50 percent of the contracted rate per plan times the number of months remaining in the 36-month contract.
  - 5. The Plan Update Charge applies to subscriber-initiated changes to a plan. This charge does not apply to changes that are allowed during the time a plan is active.
  - 6. The CrisisLink Per Call charge applies to each call rerouted during the time the alternate routing plan is active.
  - 7. Charges in Section A4. will not apply.

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## A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.6 BellSouth AIN Service Management System (SMS) Access Service (Cont'd)

#### **A34.6.2 Definitions**

#### ADVANCED INTELLIGENT NETWORK (AIN)

The Advanced Intelligent Network (AIN) is an evolutionary telecommunications platform that utilizes the infrastructure of the existing switch-based network and Common Channel Signaling System 7 (CCS7) architecture. The AIN architecture introduces centralized computer devices to host service applications that are integrated with Stored Program Control switch resident software, CCS7 and ISDN protocol.

#### SERVICE CONTROL POINT (SCP)

The AIN Service Control Point (SCP) is a CCS7 accessed computer device utilized by the AIN to host AIN service applications and store associated customer data. Upon demand, the SCPs respond to queries from the switch network to provide service application and customer/network routing information prior to call completion.

#### SERVICE MANAGEMENT SYSTEM (SMS)

The Service Management System (SMS) is an AIN Operation Support System that distributes, interfaces and manages the AIN service applications and customer information resident in AIN SCPs and SNs. The SMS provides the capability to provision AIN services and to maintain existing service.

#### SESSION

A Session is the period of time a customer or the Company is logged onto BellSouth AIN SMS Access service. The total Session time is measured from log-in to log-out.

#### STORAGE UNIT

A Storage Unit is a logical collection of physical records which are stored in the SMS in a record size equivalent to 100 Kilobytes (a kilobyte is equal to 1024 bytes). Storage of information in the SMS is utilized for customer service configuration information.

#### A34.6.3 Terms and Conditions

- **A.** BellSouth AIN SMS Access service is available where facilities or arrangements permit.
- **B.** Except as noted, BellSouth AIN SMS Access service is subject to all general *terms and conditions* applicable to the provisioning of service by the Company as stated in Section A2.
- C. Suspension of Service as specified in Section A2. is not applicable for BellSouth AIN SMS Access service.
- D. BellSouth AIN SMS Access service customers can only activate and modify AIN service subscription information that has been ordered from the Company. The functions that can be performed are dependent on the specific AIN service that is being controlled via BellSouth AIN SMS Access service.
- **E.** Each user will be required to have a separate User Identification Code. Each User Identification Code will require a Security Card.
- **F.** ISDN access is required when a BellSouth AIN SMS Access service customer is also a BellSouth AIN Toolkit service subscriber. Otherwise, ISDN access is optional.
- **G**. For Dial/Shared access to BellSouth AIN SMS Access service, the customer will be required to provide a terminal as specified in I.1 following, an asynchronous dial modem capable of speeds up to 19.2 Kbps and an Exchange Access Line at the customer's premises. Further information related to modem standards may be obtained from the Company.
- **H.** For ISDN access to BellSouth AIN SMS Access service, the customer will be required to provide a terminal as specified in I.2 following, ISDN terminal equipment, and an ISDN equipped access line at the customer's premises.

# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.6 BellSouth AIN Service Management System (SMS) Access Service (Cont'd)

### A34.6.3 Terms and Conditions (Cont'd)

I. Customer terminal requirements

1. Dial/Shared Access

The type of interface device required at the customer's premises is a VT100 compatible terminal or personal computer equipped with terminal emulation software. The interface device must be compatible with American National Standard Institute (ANSI) standard X3.64. Further information related to interface specifications may be obtained from the Company.

ISDN Access

The type of interface device required at the customer's premises is a PC or workstation with X Windows software and an ISDN terminal interface. Further information related to interface specifications may be obtained from the Company.

- **J.** The customer will be responsible for installation, maintenance and testing of customer provided compatible terminal equipment. The Company does not assume responsibility for the compatibility or suitability of the customer's equipment.
- **K.** The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provision of BellSouth AIN SMS Access service render any facilities provided by a customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
- L. Reports associated with AIN services controlled by BellSouth AIN SMS Access service may be downloaded using BellSouth AIN SMS Access service. These reports are purchased from the *guidebook* section which governs the AIN service being controlled. Any restrictions and limitations on the use of the information contained in the reports are described in the *guidebook* for each individual service. BellSouth AIN Toolkit service, as set forth in A34.7 following, can be controlled using BellSouth AIN SMS Access service.

### A34.6.4 Application of Rates

- A. No additional rates and charges (e.g., Service Order Charges) apply to this service except as listed in this section.
- B. The Service Establishment charge is for the initial establishment of BellSouth AIN SMS Access service in the state.
- C. The Service Charge is a nonrecurring charge applicable per wire center per AIN service administered by BellSouth AIN SMS Access service. A service specific Service Charge monthly rate may also apply.
- **D.** A Port Connection charge is applicable for each simultaneous access capability desired by the customer.
- E. The User Identification Codes charge is a nonrecurring charge applicable per User ID Code requested by the customer. A Security Card is also needed with each User Identification Code.
- F. The Security Card charge is applicable for initial subscription to a User Identification Code or for replacement of the Security
- G. Storage charges apply to the amount of storage, measured in units of 100 Kbytes, occupied by a customer's file in the SMS. Storage will be measured on a calendar month and charges for the month will be based on the customer's highest level of storage during the month. For purposes of billing, a partial unit of storage will be rounded up to the nearest unit.
- H. Session charges apply when the customer accesses BellSouth AIN SMS Access service. A Session begins when the customer logs onto the SMS and ends when the customer logs off. BellSouth AIN SMS Access service sessions will incur per minute of use charges based on the duration of the session.
- I. Sessions performed by the Company at the customer's request will incur the Company Performed Session charge. Sessions performed by the Company during service installation or maintenance will not result in any session charges.

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# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.7 BellSouth AIN Toolkit Service (Cont'd)

### A34.7.2 Definitions (Cont'd)

#### SUBSCRIPTION

The subscription is a DN plus its assigned trigger(s). A subscription is created by making a Decision Graph and associating it with a set of subscription-specific data.

### TRIGGER

Triggers are interruptions in the processing of AIN calls which instruct the switch to query a network element database for further instructions to complete call processing.

#### A34.7.3 Terms and Conditions

- A. BellSouth AIN Toolkit service is available where facilities or arrangements permit.
- **B.** Limitations and use of service as stated in Section A2. will apply.
- **C.** Suspension of service, as defined in Section A2., is not applicable for this service.
- **D.** In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment of facilities or for any act, omission, or failure of performance by the Company or its employees, or agents, in connection with this *Guidebook*. The Company shall not be responsible for calls that can not be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the BellSouth AIN Toolkit service subscriber.
- E. The use of the Off-Hook Immediate trigger, which directs a call immediately to the location selected by the BellSouth AIN Toolkit service subscriber, affects the end-user's ability to dial 911 or E911 from the end user's telephone. It is the responsibility of the BellSouth AIN Toolkit subscriber to notify its end users of this to insure that end users are aware that they may not be able to reach 911 or E911 in an emergency, without some further action on the part of the BellSouth AIN Toolkit subscriber.
- **F.** When BellSouth AIN Toolkit service is interrupted due to a failure or malfunction of Company equipment or facilities, a pro rata adjustment of the appropriate monthly charges will be allowed at the request of the BellSouth AIN Toolkit service subscriber if the system is unavailable to the subscriber and the Company (to perform changes for the subscriber) for more than a 24 hour period and in accordance with the *terms and conditions* specified in Section A2. No allowances will be granted for interruptions required to perform preventive or routine maintenance, or to perform software updates when the subscriber is notified at least 24 hours prior to such occurrences.
- **G.** The BellSouth AIN Toolkit service subscriber will be responsible for installation, maintenance and testing of customer provided compatible terminal equipment. The Company does not assume responsibility for the compatibility or suitability of the customer's equipment.
- **H.** The BellSouth AIN Toolkit service subscriber shall subscribe to adequate facilities to transport the calls to the subscriber locations.
- I. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provision of BellSouth AIN Toolkit service render any facilities provided by a subscriber obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
- **J.** BellSouth AIN Toolkit service requires the use of storage space on the SMS. BellSouth AIN SMS Access service rates, *terms and conditions*, as set forth in A34.6 preceding, will apply for BellSouth AIN Toolkit service.
- **K.** A BellSouth AIN Toolkit service subscriber may be temporarily authorized by an end user to create services using the end user's DN(s).

### L. End User Authorization

- 1. If requested by the Company, BellSouth AIN Toolkit service subscribers that create services on behalf of end users must provide proof of authorization to alter the provisioning associated with those end users' DNs.
- 2. End users can revoke their authorization at any time by informing the BellSouth AIN Toolkit service subscriber of their decision. If an end user requests removal of a trigger, the end user will be referred to the BellSouth AIN Toolkit service subscriber.
- The Company will not become involved in disputes between a BellSouth AIN Toolkit service subscriber and a subscriber's end users. The end user will be referred to the BellSouth AIN Toolkit service subscriber for resolution of any disagreement.
- 4. BellSouth AIN Toolkit service subscribers that create services using DNs that they have acquired in bulk service orders need not provide authorization to alter the provisioning associated with those DNs.

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# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.7 BellSouth AIN Toolkit Service (Cont'd)

### A34.7.3 Terms and Conditions (Cont'd)

#### M. Triggers

- 1. Triggers must be activated within 90 calendar days from the order date. Additionally, deactivated triggers must be reactivated within 90 calendar days from the deactivation date. Triggers not activated/reactivated within the 90 day period will be considered available for provisioning to another subscriber or to the same subscriber. Nonrecurring Trigger Access charges will apply for reprovisioning of triggers to the original subscriber.
- 2. The BellSouth AIN Toolkit service subscriber must select the trigger(s) associated with each DN.
- 3. Triggers can be provisioned only on Company DNs.
- 4. A DN may have multiple BellSouth AIN Toolkit triggers active in the network concurrently.
- 5. A BellSouth AIN Toolkit service end user can not have more than one AIN service for the same trigger type. This restriction applies whether or not the conflicting AIN service is a BellSouth AIN Toolkit created service.
- 6. A service order must be issued to add or delete a trigger.
- 7. In order to activate a BellSouth AIN Toolkit service, the BellSouth AIN Toolkit service subscriber must associate each DN plus a trigger with a decision graph.
- 8. The Off-hook Delay, Off-hook Immediate, and CDP triggers cannot be provisioned on the same DN.
- N. The BellSouth AIN Toolkit service subscriber may allow the end user to make changes in SMS.
- O. The BellSouth AIN Toolkit service subscriber/end user must select an Interexchange Carrier to do interLATA routing of calls. The Interexchange Carrier may be selected by presubscription, by dialing 101XXXX, or by having it specified by the BellSouth AIN Toolkit service.
- **P.** Security *terms and conditions*, as set forth in BellSouth AIN SMS Access service, A34.6 preceding, will apply to BellSouth AIN Toolkit service.
- Q. The BellSouth AIN Toolkit service subscriber may allow end users of the BellSouth AIN Toolkit created service to access subscription data. The type of interface required at the end user's premises is a VT-100 terminal or PC emulating the VT-100 terminal. The interface device must be a modem with a transmission rate of 19.2 Kbps or less. The BellSouth AIN Toolkit service subscriber will be required to subscribe to a User ID Code and Security Card, per the BellSouth AIN SMS Access service, as set forth in A34.6 preceding, per end user with access to the BellSouth AIN Toolkit created service subscription data.

#### **R.** Decision Graphs

- 1. The size of the Decision Graphs (DGs) is limited. Information regarding the maximum number of nodes which can be included in a decision graph will be provided to the subscriber at the time BellSouth AIN Toolkit is purchased.
- 2. After a DG is created, it must be verified by the BellSouth AIN Toolkit service subscriber and the SMS.
- 3. After the DG has been verified, the BellSouth AIN Toolkit -created service can be activated. Decision graphs may also be deactivated when the BellSouth AIN Toolkit service subscriber no longer requires the created service.
- 4. DG changes that require switch translation modifications require a service order.
- 5. A DG which is causing harm to the network and/or service problems can be deactivated by the Company. In such instances, the BellSouth AIN Toolkit service subscriber will be informed of the deactivation and will be provided such information as may be available concerning the cause of the problem.
- 6. Modifications to the DG can be made by Company personnel only when authorized by the BellSouth AIN Toolkit service subscriber.
- 7. A DN may have multiple DGs active in the network, where each service uses a different trigger type.
- 8. Multiple DGs may exist in the SMS for a single trigger on a DN but only one DG may be active at a time.
- S. If the BellSouth AIN Toolkit service subscriber desires to receive Calling Party Number (CPN) or ANI information on a real time basis, they may subscribe to an appropriate service for that information.

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## A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

# A34.7 BellSouth AIN Toolkit Service (Cont'd)

### A34.7.3 Terms and Conditions (Cont'd)

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- T. When CPN is delivered to the BellSouth AIN Toolkit service subscriber for use in service provisioning, the status of the privacy indicator will also be delivered. It is solely the responsibility of the BellSouth AIN Toolkit service subscriber to handle this information properly and in accordance with the *terms*, *conditions* and laws of the jurisdiction in which the subscriber is doing business. The Company is not liable for any impropriety in the BellSouth AIN Toolkit service subscriber's handling of CPN information. The Company's only responsibility is to insure that the privacy indicator is delivered to the subscriber with the CPN if the privacy indicator has been set.
- U. Telephone numbers listed in any of the BellSouth AIN Toolkit service optional call reports are intended solely for use by the BellSouth AIN Toolkit service subscriber and/or end user. Resale of this information, other than by the subscriber to the end user, is prohibited by this *Guidebook*.
- V. The Company may invoke call gapping as may be necessary for maintenance purposes or to maintain the quality of service in the network. If call gapping is invoked specifically on a BellSouth AIN Toolkit service subscriber's service, the Company will notify the subscriber as to the reasons this step was required and what measures may be necessary to avoid future recurrence. However, if call gapping is invoked in the network or portion of the network, the subscriber will not be individually notified.
- W. BellSouth AIN Toolkit service requires storage space on the SCP. This storage is measured in kilobytes.

#### A34.7.4 Restrictions and Limitations

- **A.** An 800 service number can be used as a point-to number for BellSouth AIN Toolkit service.
- B. On any individual directory number, each trigger can only be associated with one AIN service.
- C. Certain combinations of triggers cannot be active simultaneously on a directory number. Information regarding such conflicts will be provided to the subscriber at the time BellSouth AIN Toolkit is purchased.
- **D.** If a BellSouth AIN Toolkit service subscriber also subscribes to BCLID, the SCP provided number shall be delivered to the subscriber.

#### A34.7.5 Monthly Reports and Special Studies

- A. BellSouth AIN Toolkit service Monthly Report
  - 1. The BellSouth AIN Toolkit service subscriber may subscribe to a report for BellSouth AIN Toolkit service on a monthly basis. This monthly report may consist of:
    - Number of recorded call attempts to a BellSouth AIN Toolkit service subscription
    - Number of geographic node lookups per BellSouth AIN Toolkit service subscription (only if the geographic node is used)
    - The value of the counters for the defined period of time (only if counter incremental nodes are used)
    - Number of times each announcement ID is played (only if announce and collect or terminating announcement nodes are used)
    - Number of calls routed to each terminating number
  - 2. The BellSouth AIN Toolkit service Monthly Report is provided per BellSouth AIN Toolkit service subscription.
- **B.** BellSouth AIN Toolkit service Special Study
  - 1. The BellSouth AIN Toolkit service subscriber may request a BellSouth AIN Toolkit service Special Study at any time after the BellSouth AIN Toolkit service has been activated. A BellSouth AIN Toolkit service Special Study contains the same information as the BellSouth AIN Toolkit service Monthly Report except that the Special Study is conducted over a limited amount of time. The special study interval must be a minimum of five days and a maximum of thirty-one days and must begin at 12:01 A.M., and it cannot span more than one calendar month.
  - The BellSouth AIN Toolkit service subscriber must request a BellSouth AIN Toolkit service Special Study through the service ordering process.
  - 3. The BellSouth AIN Toolkit service subscriber to the BellSouth AIN Toolkit service Monthly Report or to the BellSouth AIN Toolkit service Special Study, but cannot subscribe to both during the same period of time.

## **A38. LISTING SERVICES**

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# **A38. LISTING SERVICES**

# A38.1 Reserved For Future Use

## A38. RESERVED FOR FUTURE USE

A38.1 Reserved For Future Use (Cont'd)

# **A38. LISTING SERVICES**

# A38.1 Reserved For Future Use (Cont'd)

### A38. LISTING SERVICES

### A38.2 Reserved for Future Use

### A38.3 Location Identification Database Service - E911

### **A38.3.1 Description of Service**

- A. Upon request, the Company will provide an initial load of E911 subscriber information along with access to daily updates from the Company's E911 Database Management System. Access is provided to non-affiliated entities and affiliated entities solely for the purpose of providing E911 services and only for the Public Safety Answering Points (PSAPs) for which the non-affiliated or affiliated entity is authorized to provide E911 service.
- B. A Nonrecurring Charge applies at the initial load and to subsequent retransmissions of the data. The Monthly Recurring Charge applies per 1,000 records in the initial load. The count of records will be adjusted at the end of each calendar year to update customer billing, with the applicable twelve month period being the twelve months ending each calendar year. Cancellation charges and Termination Liability charges for Location Identification Database Service E911 are set forth in A38.3.3 following.

#### A38.3.2 Terms and Conditions

as defined in A38.3.1 preceding.

A. Use of Location Identification Database Service - E911 shall be limited solely to the customer's provisioning of E911 Service

- B. Vendors, agencies or local exchange companies requesting this service must meet the current network standards.
- C. The customer shall not reproduce, resell, rent, license, disclose, or allow access to the database for any reason other than for the provision of E911 Service. Failure to comply with the provisions of this *Guidebook* shall result in termination of the service and customer shall immediately return to the Company all copies of the Location Identification Database in its possession and shall make no further use of the data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *Guidebook*.
- D. The minimum period for Location Identification Database Service is one month. The customer must give the Company 120 days notice prior to termination of service. The *terms and conditions* as set forth for deposits and payment of service in A2.4 shall apply. If a customer cancels an order for the service prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in A38.3.3 following.
- E. The Company shall not be liable for any errors or deficiencies in the data provided. The customer agrees to release the Company from any and all liability which may arise due to any errors and omissions in the database.
- F. The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying Location Identification Database Service -E 911 or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company.
- G. The Location Identification Database Service E911 initial load and daily updates will be available for electronic retrieval by the customer. The customer's processor(s) shall be secured from unauthorized entry and must be password protected. All equipment used in the storage and retrieval of this information must be compatible with national standards for interfaces of Enhanced 911 Emergency Response Systems.
- H. Any long distance charges incurred when accessing the Location Identification Database will be the responsibility of the customer. PSAPs may incur additional charges as shown in A13.27.5.C.

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## A38. LISTING SERVICES

# A38.3 Location Identification Database Service - E911 (Cont'd)

### A38.3.3 Rates and Charges

- A. Location Identification Database Service-E911
  - 1. Initial load or subsequent reload

	(a) Per load/reload 2. Access Records	Nonrecurring Charge \$9,500.00	Monthly Rate -	USOC AL1SS
В.	(a) Per 1,000 access records in each E911 jurisdiction <sup>1</sup> Cancellation Fees <sup>2</sup>	-	\$48.00	AL1MU
	1. Prior to scheduled delivery of initial database file			
	(a) Per cancellation	<b>\$-</b>	_	AL1CC

Note 1: Rounded to the next 1,000 access records. A count of access records will be conducted at the end of each calendar year to reflect the current total, with the applicable twelve month period being the twelve months ending each calendar year, and each subscriber's billing will be adjusted accordingly, up or down.

Note 2: The nonrecurring cancellation fee will be 75 per cent of the nonrecurring initial load charges shown in A. preceding. The *terms and conditions* set forth in A24.1.2.Q. shall apply.

# **A38. LISTING SERVICES**

# A38.4 Reserved For Future Use

# **A38. LISTING SERVICES**

A38.4 Reserved For Future Use (Cont'd)

# **A38. LISTING SERVICES**

A38.4 Reserved For Future Use (Cont'd)

# **A43. CHANNELIZED VOICE TRANSPORT SERVICES**

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### A43. CHANNELIZED VOICE TRANSPORT SERVICES

## A43.1 BellSouth Channelized Trunks (Cont'd)

# A43.1.2 Terms and Conditions

- A. To ensure satisfactory operation, terminal equipment provided by the customer must be compatible with the DS1/1.544 Mbps arrangement provided by the Company. The technical specifications and standard network interfaces for BellSouth Channelized Trunks are consistent with those specified in Technical Reference Publication 73525. This publication is available from AT&T Telecommunications, Inc., Regional Documentation Coordinator, 20th Floor, 600 North 19th Street, Birmingham, Alabama, 35203.
- **B.** Unless specified otherwise, BellSouth Channelized Trunks *Terms and Conditions* as set forth herein apply in addition to *Terms and Conditions* as set forth in Section A2.
- C. The capability to utilize FlexServ Service, MegaLink Plus Service or SmartPath Service in connection with BellSouth Channelized Trunks is allowed as per *Terms and Conditions* specified herein in addition to those set forth for FlexServ Service in Section A32. of this Guidebook or MegaLink Plus Service and SmartPath Service in Section B7. of the Private Line Guidebook. Minimum requirements to establish and maintain BellSouth Channelized Trunks as specified following are still applicable.
- **D.** At a minimum, BellSouth Channelized Trunks shall consist of one 1.544 Mbps Access Line (or other transport service substitute), one Service Interface, one Channel, and one Telephone Number. Appropriate surrogate elements of service are allowed. These minimal requirements are necessary including connections to FlexServ Service, MegaLink Plus Service or SmartPath Service. Quantities not meeting these minimum requirements will be considered a disconnect of BellSouth Channelized Trunks and Termination Liability Charges will apply as specified in A43.1.4 following.
- E. Suspension of BellSouth Channelized Trunks is not allowed.
- **F.** *Terms and Conditions* for allowances arising out of mistakes, omissions, interruptions, preemptions or delays, errors or defects in transmission of service apply as specified in A2.5.
- **G.** Two-way DID Service is not allowed for use with BellSouth Channelized Trunks.
- H. Foreign Exchange Service is not allowed for use with BellSouth Channelized Trunks.
- I. The Company does not assume responsibility for the compatibility or suitability of customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in a Premise Visit Charge as provided in A43.1.4 following. This charge applies to customers for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.
- **J.** Channelization at customers' premises

Channelization at the customer's premises is provided by the customer. Customer premises channelization equipment and any other associated network termination equipment is available through various vendors, including the Company, on a detariffed basis. Joint provisioning of channelized services introduces joint responsibilities between the customer and the Company.

- 1. Responsibilities of the Company
  - a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
  - b. The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
  - c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
  - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
  - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
  - f. Digital synchronization timing for BellSouth Channelized Trunks will be provided by the Company.

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## A43. CHANNELIZED VOICE TRANSPORT SERVICES

# A43.1 BellSouth Channelized Trunks (Cont'd)

### A43.1.2 Terms and Conditions (Cont'd)

**J.** Channelization at customers' premises (Cont'd)

#### Responsibilities of the Customer

- a. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
- b. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with Company-provided channelization at the central office.

#### 3. Trouble Resolutions

The Company will assist the customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in a Premise Visit Charge to the customer, as provided in A43.1.4 following.

### **A43.1.3** Application of Rates

#### A. 1.544 Mbps Access Line

BellSouth Channelized Trunks 1.544 Mbps Access Lines are furnished between customers' premises and the normal Serving Wire center (SWC). Charges are assessed on a flat rate basis. Customers who wish to utilize other Company-provided transport facilities that meet or exceed the required standards to transport BellSouth Channelized Trunks 1.544 Mbps Access Lines, e.g. LightGate Service, will not incur charges for substitute BellSouth Channelized Trunks elements.

#### **B.** 1.544 Mbps Interoffice Facility

BellSouth Channelized Trunks 1.544 Mbps Interoffice Facilities are furnished between Company central offices. Charges are assessed in mileage bands based on the airline distance between central offices.

- 1. Airline distance between Company central offices shall be developed using the methodology in the National Exchange Carrier Association (NECA) Tariff No. 4. Fractional mileage shall be rounded up to the next whole mile.
- 2. Foreign Exchange Service is not allowed for use with BellSouth Channelized Trunks 1.544 Interoffice Facilities.
- 3. Customers who wish to utilize other Company-provided interoffice transport facilities that meet or exceed the required standards to transport BellSouth Channelized Trunks, e.g. LightGate Service, will not incur charges for substitute BellSouth Channelized Trunks elements.

#### C. Service Interface

Service Interfaces are furnished in the Company's central offices and are charged as a single element of service.

### D. Channels

Channels are furnished in the Company's central offices for activation of trunks to be transported via the other required elements of BellSouth Channelized Trunks. Direct Inward Dial (DID), Outward Only and Combination Channel Types are available. For MegaLink Channel Service customers who wish to convert to BellSouth Channelized Trunks, existing Inward only Network Access Service provisioned as line-side terminations will be converted to DID trunk-side terminations and charges will apply as appropriate.

#### E. Telephone Number

One Telephone Number is required for each channel activated. There is no charge for Telephone Numbers on Outward Only Channels.

### F. Optional Payment Plans

BellSouth Channelized Trunks monthly rates are available on a month-to-month basis or under variable payment periods<sup>1</sup>. Payment periods are based on lengths of twenty-four to forty-eight months, forty-nine to seventy-two months, or seventy-three to ninety-six months. The minimum payment period for BellSouth Channelized Trunks is one month.

**Note 1:** Effective July 1, 2014, customers may not establish new variable payment period plans of any length for BellSouth Channelized Trunks, and existing variable payment period plans may not be renewed. For new service, or for existing service after any variable payment period plan expires, service will be provided only on a month-to-month basis.

### A43. CHANNELIZED VOICE TRANSPORT SERVICES

# A43.1 BellSouth Channelized Trunks (Cont'd)

# A43.1.3 Application of Rates (Cont'd)

### G. (DELETED)

#### H. Moves to New Locations

Termination Liability Charges do not apply for moves of BellSouth Channelized Trunks to new locations as long as the original and new premises locations are located in Company territory and within the same state.

### I. Customer Change to Higher Order of Service

For BellSouth Channelized Trunks customers who request a change to a higher order of service, Termination Liability Charges may not apply, subject to Channel Services Payment Plan (CSPP) Disconnect *terms and conditions* as provided in B2.4 of the Private Line Guidebook.

#### J. Service Order Cancellation Charge

Customers who cancel a service order for the installation of BellSouth Channelized Trunks are subject to cancellation charges as defined in B.2.4 of the Private Line Guidebook.

#### K. Service Installation Guarantee

BellSouth Channelized Trunks is eligible for Service Installation Guarantee as specified in B2.4 of the Private Line Guidebook.

### L. Expiration of Optional Payment Plans<sup>1</sup>

The BellSouth Channelized Trunks rates in effect at the time the service is installed and/or as of the application date will be applicable until the expiration of the customer selected payment period. Rates provided under the optional payment periods, other than the month-to-month payment period, will not be increased by Company initiative until the expiration of the customer's specified payment period. At the expiration date of the customer's payment period, the customer will revert to current rates on a Month-to-Month basis.

### **M.** DID Optional Features

Customers who require Direct-Inward Dialing (DID) channels are allowed to choose Dial Pulsing (DP), Multifrequency (MF) Pulsing or Dual Tone Multifrequency (DTMF) Pulsing signaling arrangements. Additional charges, as provided in A12.7, are associated with the MF and DTMF options.

### N. Service Order Charges and Grouping Service Charges

Service Order Charges, as provided in Section A4., do not apply to BellSouth Channelized Trunks.

Grouping Service charges, as provided in Section A3., do not apply to BellSouth Channelized Trunks.

### O. Special Construction Charges

The rates specified for BellSouth Channelized Trunks contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange facilities compatible with this service. If new facilities or equipment or changes to existing facilities or equipment are required for the provision of this service, a special construction charge, as specified in Section A5. and based on the cost incurred to make the changes, may apply in addition to the rates and/or charges appropriate for BellSouth Channelized Trunks.

### P. Superframe and Extended Superframe Format

Charges for Superframe and Extended Superframe Format are applicable only to additions or changes in line coding and formatting configurations subsequent to the initial installation of an existing BellSouth Channelized Trunks 1.544 Mbps Access Line and/or Interoffice Facility.

**Note 1:** Effective July 1, 2014, customers may not establish new variable payment period plans of any length for BellSouth Channelized Trunks, and existing variable payment period plans may not be renewed. For new service, or for existing service after any variable payment period plan expires, service will be provided only on a month-to-month basis.

# A47. BELLSOUTH REMOTE ACCESS SERVICE

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### A47. BELLSOUTH REMOTE ACCESS SERVICE

### A47.1 BellSouth Remote Access Service

### A47.1.1 General

- A. BellSouth Remote Access Service (RAS) is an intraLATA, extended reach, packet-switched data service that provides for the collection, concentration, signaling and aggregation of a customer's dial-up data traffic into a customer's designated hub site. BellSouth RAS is available as a customer controlled offering. It provides one way ports that allow the customer's users, who are located within the BellSouth serving area, to call into a remote access server.
- B. Remote access server equipment will be installed in a BellSouth central office.
- C. BellSouth RAS supports a dedicated, customer selected remote access server with backup dial-in capability or out-of-band frame relay for network management. The customer may select their remote access server based on the Company's approved equipment list for this service.
- **D.** CPE must support Layer 2 Tunneling Protocol (L2TP) for the customer selected remote access server.
- E. The customer will also be responsible for providing the egress circuit(s) connecting BellSouth RAS to their hub location. Egress circuit(s) are required to deliver the BellSouth RAS traffic to the customer's designated location. These circuits can be ordered from the Company or other telecommunications providers with the execution of appropriate collocation agreements.
- **F.** BellSouth RAS is furnished in central offices equipped with remote access servers. Service intervals will be negotiated in cities where service is not deployed.
- G. The technical specifications and standard network interfaces for BellSouth RAS are in conformance with the Internet Architecture Board as stated in:
  - STD001, Internet Official Protocol Standards; J. Reynolds, R. Braden, issued June, 1999.
  - RFC 2138, Remote Authentication Dial-In User Service (RADIUS); C. Rigney, A. Rubens, W. Simpson, S. Willens, issued April, 1997.

These documents may be obtained from the Internet Engineering Task Force (IETF) at Corporation for National Research Initiatives, Attention: Accounting Department - IETF Proceedings, 1895 Preston White Drive, Suite 100, Reston, VA 20191-5434 or via Internet at www.ietf.org.

**H.** The *terms*, *conditions* and rates specified herein are applicable to BellSouth RAS. *Terms*, *conditions* and rates specified in other sections of this and other *Guidebooks* of the Company may also apply.

### A47.1.2 Terms and Conditions

**A.** Explanation of Terms

- 1. Remote Access Server The remote access server is a type of equipment that will be used to aggregate the customer's dial traffic and send it to the customer location over their egress circuit. The remote access server will be connected to the Public Switched Network using BellSouth Primary Rate ISDN or SS7 circuit facilities.
- Ingress Circuits This term denotes the facility used to transport the customer's incoming dialed BellSouth RAS traffic, e.g. Primary Rate ISDN.
- 3. Egress Circuits This term denotes the facility used to transport the customer's dialed BellSouth RAS traffic to the customer's designated hub location once it has been collected and aggregated by the remote access server (e.g. Broadband Exchange Line).
- 4. Extended Reach Area An area where BellSouth RAS extends the reach from a remote access server to allow users the ability to make "non-local" calls without incurring intraLATA Long Distance Message Telecommunications Service charges.

#### B. Basis of Offering

- 1. Rates and charges specified in A47.1.3 following, are based on regional volume and term commitments. Customers must specify a regional commitment level and will be rated based on total regional in service volumes. Rating will be as set forth in 8. following.
- 2. The minimum regional commitment level for BellSouth RAS is 10,000 ports.
- 3. Initial orders for BellSouth RAS, per remote access server central office location, must be equal to or greater than 644 ports. All orders greater than 644 ports must be in increments of 23 ports where capacity allows.

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### A47. BELLSOUTH REMOTE ACCESS SERVICE

# A47.1 BellSouth Remote Access Service (Cont'd)

### A47.1.2 Terms and Conditions (Cont'd)

- **B**. Basis of Offering (Cont'd)
  - 4. Subsequent orders for BellSouth RAS, per remote access server location, must be in increments of 23 ports or 24 ports depending on technology utilized where capacity allows.
  - 5. The minimum service period for BellSouth RAS is twelve months.
  - 6. Month to month rates are not available as an initial service offering.
  - 7. On or after November 13, 2002, BellSouth Remote Access Service initial requests to establish service provides a minimum capacity of 644 one-way ports per dial tone office. Customers in service prior to November 13, 2002 may continue their service with a minimum capacity of 276 one-way ports.
  - 8. In order to benefit from rates appropriate for a higher volume of ports, the customer must notify the Company of that accomplishment. Upon notification, and on a going forward basis to the end of the BellSouth RAS contract period, all ports will be rated to the appropriate volume tier.
  - 9. All ports are billed monthly and are subject to a full service term, i.e. they are not coterminous. For example, under a 24 month service period, each port must be billed for 24 months from the date of installation.
  - 10. Nonrecurring charges apply for the installation of each port.
  - 11. Moves of service are considered disconnects and starts.
  - 12. When a change in billing data (e.g. name, address, contact name, or telephone number) is requested in association with a change in the customer's record, Transfer of Service Charges, as set forth in A47.1.3 following will apply. Transfer of Service Charges are applied on a per Billing Account Number (BAN).
  - 13. Administrative changes, as identified following, will be made without charge(s) to the customer.
    - a. Change of customer name (i.e. the customer of record does not change but rather the customer of record changes its name—e.g. BellSouth Telecommunications, Inc. to BellSouth Corporation).
    - b. Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment.
    - c. Change in billing data (name, address, or contact name or telephone number). The customer of record does not change.
    - d. Change of customer circuit identification.
    - e. Change of billing account number.
    - f. Change of customer or customer's end user contact name or telephone number.
  - 14. In order to maintain the quality of BellSouth RAS, the Company reserves the right to perform preventive maintenance and software updates to the network. This could result in BellSouth RAS being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday. The Company only expects to utilize this maintenance window for any given remote access server on the average of once a quarter. However, the Company reserves the right to perform maintenance at any time, at its discretion, that it believes such maintenance is necessary. The Company will make every reasonable effort to provide notice to those customers likely to be affected by such maintenance work.
  - 15. Obligations of Customer and Company
    - a. The Company will provide remote hands operations support. Remote hands means that the customer identifies the problem and reports the trouble to the Company. The Company will then resolve the problem as directed by the customer. Resolution of the problem may include providing hardware, central office switching maintenance, and deployment of human resources necessary to repair hardware failures and restore network service outages.
    - b. The customer will be responsible for the management of the remote access server for this service and will have full responsibility for initial and ongoing configuration, software release levels and updates, and general code control. All software updates must be compatible with associated Company network elements and systems. It is assumed that the monitoring, management, and reporting activities performed by the customer will occur over the egress port link(s) into the remote access server or through a backup dial-in channel that the Company will provide for each site. The customer is also responsible for all interface support for his clients (end user) and/or employees.

### A47. BELLSOUTH REMOTE ACCESS SERVICE

## A47.1 BellSouth Remote Access Service (Cont'd)

### A47.1.2 Terms and Conditions (Cont'd)

C. Provisions of Service

Rates and charges contained in this section of the *Guidebook* consist of the following elements:

- BellSouth RAS one-way ports
  - 10,000 29,999 Ports, each
  - 30,000 59,999 Ports, each
  - 60,000 89,999 Ports, each
  - 90,000 149,999 Ports, each
  - 150,000 199,999 Ports, each
  - 200,000 299,999 Ports, each
  - 300,000 or greater Ports, each
- Transfer of Service Charge

#### D. Contract Plans

- 1. BellSouth RAS is provided under conditions specified in Payment Plans for Contract Services, A2.4.10.
- 2. BellSouth RAS is available under volume and term payment periods for 12 Months, 24 Months, 36 Months, or 48 or Greater Months. For contracts greater than a 48 month service period, the 48 month rate applies.
- 3. When a BellSouth RAS is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction, Termination Liability Charges will apply.
- 4. In the event that all or any part of a BellSouth RAS is disconnected at a customer's request prior to expiration of any selected payment period, the customer will be required to pay a termination charge equal to fifty percent (50%) of the monthly charges times the number of months remaining in the commitment.
- 5. Additions of ports are allowed as specified in B.4. preceding.
- 6. Subsequent to the establishment of a BellSouth RAS contract, and prior to the completion of that period, the existing payment period may be extended to a longer service period. Nonrecurring charges will not be reapplied.

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		N8. LISTING SERVICES	(M)
N8.1 [	Dire	ctory Assistance Database Service (DADS)	(M)
		scription of Service	(M)
<b>A.</b>	Upo limi othe	on request, the Company will provide local exchange subscriber name, address and telephone number listings (except as ted by D. following), for the purpose of providing Directory Assistance type services to customer's end users and as exwise permitted by applicable law or <i>terms and conditions</i> . The term "end user" denotes any entity who obtains Directory istance type services for its own use from a DADS customer. Directory Assistance type services are defined as:	(T)(M)
	1.	Voice Directory Assistance (DA Operator or DA Operator System assisted), and	(M)
	2.	Electronic Directory Assistance (Data Systems assisted).	(M)
В.		DS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each tral Office requested. The data provided will include all eligible listings as outlined in C. and D. following.	(M)
С.	DA	DS will include the following:	(M)
	1.	Base File	(M)
		An extract containing all qualified listed names, addresses and telephone numbers of Company subscribers and any Independent Telephone Company (ICO) and Competitive Local Exchange Carrier (CLEC) subscriber listing information associated with lines located in a requested NPA that such companies have chosen to provide to BellSouth as follows:	(M)
		a. Listed Name - As input on the Company service order.	(M)
		b. Listed Address - House Number Prefix or Suffix, Street Name Prefix or Suffix, Address Prefix or Suffix, Community Name, State Name.	(M)
		c. Telephone Number	(M)
		d. Account NPA - Originating NPA	(M)
		e. Account NXX - Originating NXX	(M)
		f. Exchange Code - Originating Community Code	(M)
		g. Date - Current date of Extract/Update	(M)
		h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.	(M)
		i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.	(M)
		j. Unique Business/Residence/Government Indicator	(M)
		k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).	(M)
		In addition to the above listed information, the customer may optionally request Non-Listed listings which will include the information defined in a., b. and c. preceding and/or Non-Published listings which will include information defined in a. and b. preceding.	(M)
		The Company will require sufficient time (approximately one month) after receiving an order to prepare the Base File.	(M)
	2.	Daily Updates	(M)
		Daily updates will reflect all listing change activity occurring since the customer's most recent update. The updates are provided on a Business, Residence, or combined Business and Residence basis. The updates shall be used solely by the customer to keep his information current. Delivery of Daily Updates will commence the day after the customer receives his Base File.	(M)
D.		DS is not a verbatim copy of the Company's Directory Assistance (DA) Database or of the Company's Directory. The owing listings will not be provided with DADS:	(M)
	1.	Secondary Listings	(M)
	<b>2</b> .	Listings that are deemed by the Company as inappropriate to provide	(M)
Е.	sub	DS will provide the available subscriber listing information of ICOs or CLECs who have chosen to provide their scribers' listings to the Company, per terms and conditions agreed to by the Company and the ICO or CLEC.	(M)
F.	The	Company reserves the right to exclude any name at the request of the Company's subscribers.	(M)
G.	Rate	es, Cancellation fees, and Termination fees for DADS are as set forth in <i>N8.1.3</i> following.	(T)(M)

#### **N8. RESERVED FOR FUTURE USE** (M) N8.1 Directory Assistance Database Service (DADS) (Cont'd) (M) **N8.1.2** Terms and Conditions (M) A. All right, title and interest in and to DADS, including all intellectual property rights pertaining thereto, will remain with the Company. The Company licenses the use of DADS to the customer. The title to DADS shall remain solely with the Company whether or not it is in the possession of a customer. B. Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in N8.1.1 (T)(M) preceding and as otherwise permitted by applicable law, term or condition. C. DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs, guidebooks or (T)(M) this service publication. D. Except for the permitted uses, the customer shall not (i) disclose DADS to others and shall use due care in providing for the (T)(M) security and confidentiality of DADS, (ii) rent or license DADS for any purpose, or (iii) permit its end users to do either of the same. The customer shall not reproduce DADS except for the preparation of archival or backup copies or as otherwise permitted by applicable law, term or condition. Failure to comply with the provisions of this publication shall result in termination of the service and customer shall immediately return to the Company all copies of DADS in its possession and shall make no further use of DADS data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *publication*. The terms and conditions as set forth for deposits and payment of service in A2.4 of the General Exchange Guidebook shall (T)(M) apply. If a customer cancels an order for the Base File prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in N8.1.3.B. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DADS (M) order. All orders must be confirmed in writing by the customer. The Company shall not be liable for any errors or deficiencies in the data provided. The customer agrees to release the Company from any and all liability which may arise due to any errors and omissions in the Company's listings. G. The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, (M) damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of DADS or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company. H. Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any untrue (M) or misleading advertising claim that its directory assistance type service is sponsored or approved by the Company or that the Company or any of its affiliates are in any way connected with the customer or that the Company or any of its affiliates have any responsibility for the customers service. The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, (M) billing invoice, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, the customer shall prominently display its name on each of the above and identify itself by name when providing directory assistance type services to its end users. J. Addresses associated with Non-Published subscriber listings are provided for the sole purpose of differentiating an end user (M)

listing request. The customer may not provide a Non-Published subscriber address to their end user.

N8. LISTING SERVICES			(M)
N8.1 Directory Assistance Database Service (DADS) (Cont'd)			(M)
N8.1.3 Rates and Charges			(M)
<b>A.</b> The following rates apply for Directory Assistance Database Service.			(M)
1. Subscriber Listings			(M)
	Rate	USOC	
(a) Per Listing 2. Monthly Recurring Rate	\$ .06	NA	(M)
(a) Per Month <b>B.</b> Cancellation Fees <sup>1</sup>	-	DBSAF	(M) (M)
1. Prior to scheduled delivery of initial base file			(M)
	Nonrecurring		
	Charge	USOC	
(a) Per cancellation	\$ -	NA	(M)
N8.2 Reserved For Future Use			(N)

**Note1:** The nonrecurring cancellation fee will be computed to allow the Company to recover all cost incurred by the Company for work performed prior to cancellation.

	N8. LISTING SERVICES	(M)				
N8.3	Emergency Service Provider Data Service (ESPDS)	(M)				
N8.	3.1 Description of Service	(M)				
A	A. ESPDS service is only available to public safety agencies responsible for coordinating emergency services at the local level (city, county, or municipality) solely for the purposes of delivering or assisting in the delivery of emergency notification services to their jurisdictional area. Customers ordering this service are required to provide written certification to BellSouth showing that they have the capability and authority to provide the service for which this data is intended.					
В.	The extract will include published, listed and non-published information, including listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed address (if present) and ten-digit telephone number. Listed name is optional.					
C.	ESPDS is available by, and must be ordered by, one of the following primary criteria:	(M)				
	1. City/Municipality Name and State	(M)				
	2. County/Parish Name and State	(M)				
	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 are authorized. Foreign Listings, Foreign Exchange, Foreign Central Office, and Multiple Listings will be excluded from the extract.	(M)				
D	<b>D.</b> The information provided by ESPDS may not be used, in whole or in part, to provide Basic 911 or E911 Service. Misuse o the data provided pursuant to this <i>publication</i> or failure to comply with any other provisions of this <i>publication</i> 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, 2) tape cartridge, or 3) paper copy. Customers must specify the storage method when ESPDS is ordered.	(M)				
N8.	3.2 Definitions	(M)				
	EMERGENCY	(M)				
	Circumstances, either natural or manmade, declared by a governmental entity or a local emergency planning committee duly authorized by a governmental entity, which cause or potentially may cause substantial harm or damage to persons or property.	(M)				
	EMERGENCY NOTIFICATION SERVICES	(M)				
	Emergency Notification Services are services that notify the public of an emergency.	(M)				

#### **N8. LISTING SERVICES** (M) N8.3 Emergency Service Provider Data Service (ESPDS) (Cont'd) (M) **N8.3.3** Terms and Conditions (T)(M) A. Public safety agency customers requesting this service must meet the current network standards and must cooperate with the (M) BellSouth Network Organization to avoid network problems associated with the use of data obtained through this service. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, (M) including congestion, in BellSouth's network. One or more of the following must be used by the ESPDS customer to prevent network congestion problems: The ESPDS customer's calling platforms must be equipped with 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 of call origination to the point where 99 percent of call origination reaches neither NCA nor RO. b. The ESPDS customer's calling platforms must be designed with a call gapping mechanism to allow specification of, (M) at most, one originating call per a specified time interval to any specific NPA-NXX code. The gap 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. c. If the BellSouth Network Management Center (NMC) determines that the call volume is having a negative impact on (M) the BellSouth network, the NMC 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 BellSouth NMC. The BellSouth Network Management Center must be notified of the target location and the size of the event at the launch of an (M) emergency call origination exceeding 1000 calls. BellSouth 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 the BellSouth Network Management Center up-to-date contact information for 7 days per (M) week, 24 hours per day, and contact information for 3 levels of management escalation. The ESPDS customer agrees to work cooperatively with the BellSouth Network Management Center 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 the BellSouth Network Management Center. The BellSouth Network Management Center will utilize protective controls including those outlined in E2.1.12 of BellSouth's (M) Intrastate Access Service Tariff, in order to minimize congestion and to allow 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. BellSouth 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. BellSouth does not guarantee the completion of mass calling traffic on its network. (M) With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and (M) their employees shall: Hold the information in confidence and protect it in accordance with the security *provisions* by which it protects its own (T)(M) proprietary or confidential information Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other 3. Be responsible for determining the information it will use from the data provided by this service (M) 4. Use the information only in connection with delivering or assisting in the delivery of emergency notification services and (M) Notify BellSouth immediately if there is confirmed or suspected misuse of the data by any party or parties. (M)

### **N8. LISTING SERVICES**

# N8.3 Emergency Service Provider Data Service (ESPDS) (Cont'd)

(M)

(M)

#### N8.3.3 Terms and Conditions (Cont'd)

(T)(M) (T)(M)

- ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency notification services within the ESPDS customer's jurisdictional area for which emergency services are authorized. 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 notification services is strictly prohibited and any known violations must be reported to BellSouth immediately. Information obtained by the ESPDS customer pursuant to this *publication* may be provided to the ESPDS customer's assigned agent for the purposes of delivering or assisting the public safety agency ESPDS customer with the notification services only upon execution of an agency written agreement, between the public safety agency and its agent, limiting the use of the information and providing for its protection in the same manner as is set forth in this *publication* 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.
- **I.** The data must be secured by the ESPDS customer from unauthorized usage.

(M) (M)

**J.** The Company shall not be required to modify its network operations or protocols to accommodate any public safety agency ESPDS customer's or its agent's equipment, systems, or data processors.

(T)(M)

**K.** Emergency Service Provider Data Service may not be used for any purpose that violates federal or state laws, statutes, regulatory orders, tariffs, *guidebooks or this service publication*.

(M)

L. The public safety agency ESPDS customer and its agent agree to hold harmless and indemnify the Company, its employees, directors, officers, agents, 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 omissions in the file or the use of such information by the ESPDS customer or its agents.

(T)(M)

- M. Each public safety agency ESPDS customer and its agent agree 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 for any loss, damage or destruction of any property, whether owned by the customer or others, and which arises out of the negligence or other wrongful 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, by 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 of the telephone number, listed or 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 act or omission of the customer, in the course of using services provided pursuant to this *publication*.
- N. In the event the data is enhanced, modified, and/or merged with data obtained from other sources by the ESPDS customer all restrictions, *terms*, *conditions*, and limitations contained in this *publication* remain applicable to the ESPDS customer.

(T)(M)

#### **N8.3.4 Rates and Charges**

(M)

**A.** ESPDS customers may request a maximum of four extracts per 12 month period. If a retransmittal of the extract is requested by the customer within 30 days of the extract provision date no charges will apply.

(M)

### 1. Rates

		Nonrecurring Charge	Monthly Rate	USOC	
(a)	First extract in each 12 month period	\$2,000.00	<b>\$-</b>	NA	(M)
(b)	Subsequent extracts in 12 month				(M)
	period, maximum 3	-	-	NA	
(c)	Per record included in each extract	.04	-	NA	(M)