

TARIFF DISTRIBUTION

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PURPOSE: With this project, we will be cleaning up references to BellSouth as the Company name within Section N8

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N8. LISTING SERVICES

N8.1 Directory Assistance Database Service (DADS)

N8.1.1 Description of Service

- A.** Upon request, the Company will provide local exchange subscriber name, address and telephone number listings (except as limited by D. following), for the purpose of providing Directory Assistance type services to customer's end users and as otherwise permitted by applicable law or terms and conditions. The term "end user" denotes any entity who obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type services are defined as:
1. Voice Directory Assistance (DA Operator or DA Operator System assisted), and
 2. Electronic Directory Assistance (Data Systems assisted).
- B.** DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each Central Office requested. The data provided will include all eligible listings as outlined in C. and D. following.
- C.** DADS will include the following:

1. Base File

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 *the Company* as follows:

- a. Listed Name - As input on the Company service order.
- b. Listed Address - House Number Prefix or Suffix, Street Name Prefix or Suffix, Address Prefix or Suffix, Community Name, State Name.
- c. Telephone Number
- d. Account NPA - Originating NPA
- e. Account NXX - Originating NXX
- f. Exchange Code - Originating Community Code
- g. Date - Current date of Extract/Update
- h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.
- i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.
- j. Unique Business/Residence/Government Indicator
- k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).

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.

The Company will require sufficient time (approximately one month) after receiving an order to prepare the Base File.

2. Daily Updates

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.

- D.** DADS is not a verbatim copy of the Company's Directory Assistance (DA) Database or of the Company's Directory. The following listings will not be provided with DADS:
1. Secondary Listings
 2. Listings that are deemed by the Company as inappropriate to provide
- E.** DADS will provide the available subscriber listing information of ICOs or CLECs who have chosen to provide their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the ICO or CLEC.
- F.** The Company reserves the right to exclude any name at the request of the Company's subscribers.
- G.** Rates, Cancellation fees, and Termination fees for DADS are as set forth in N8.1.3 following.

(T)

N8. LISTING SERVICES

N8.3 Emergency Service Provider Data Service (ESPDS)

N8.3.1 Description of Service

- 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 *the Company* showing that they have the capability and authority to provide the service for which this data is intended. (T)
- B. 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:
 - 1. City/Municipality Name and State
 - 2. County/Parish Name and State

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

- D. The information provided by ESPDS may not be used, in whole or in part, to provide Basic 911 or E911 Service. Misuse of the data provided pursuant to this publication or failure to comply with any other provisions of this publication 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.

N8.3.2 Definitions

EMERGENCY

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.

EMERGENCY NOTIFICATION SERVICES

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

N8. LISTING SERVICES

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

N8.3.3 Terms and Conditions

- A. Public safety agency customers requesting this service must meet the current network standards and must cooperate with the *the Company's* Network Organization to avoid network problems associated with the use of data obtained through this service. (T)
1. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, including congestion, in *the Company's* network. One or more of the following must be used by the ESPDS customer to prevent network congestion problems: (T)
- a. 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, 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 *Company's* Network Management Center (NMC) determines that the call volume is having a negative impact on the *Company's* 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 *Company's* NMC. (T)
- B. The *Company's* Network Management Center must be notified of the target location and the size of the event at the launch of an emergency call origination exceeding 1000 calls. *The Company* will provide a contact number to the ESPDS customer for this purpose. The subscriber will also provide the name(s) of the carrier(s) which will be utilized by the customer for the emergency call origination and the number of simultaneous calls. (T)
- C. Each ESPDS customer must provide the *Company's* Network Management Center up-to-date contact information for 7 days per week, 24 hours per day, and contact information for 3 levels of management escalation. (T)
- D. The ESPDS customer agrees to work cooperatively with the *Company's* 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 *Company's* Network Management Center. (T)
- E. The *Company's* Network Management Center will utilize protective controls including those outlined in E2.1.12 of *AT&T Alabama's* 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. *The Company* will not be liable for the intentional or unintentional blockage of any traffic in any way related to the ESPDS customer's use, or the use by its agents or contractors, of the data provided hereunder. (T)
- F. *The Company* does not guarantee the completion of mass calling traffic on its network. (T)
- G. With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and their employees shall: (T)
1. Hold the information in confidence and protect it in accordance with the security provisions by which it protects its own proprietary or confidential information
2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties
3. Be responsible for determining the information it will use from the data provided by this service
4. Use the information only in connection with delivering or assisting in the delivery of emergency notification services and
5. Notify *the Company* immediately if there is confirmed or suspected misuse of the data by any party or parties. (T)

N8. LISTING SERVICES

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

N8.3.3 Terms and Conditions (Cont'd)

- H. Any published, listed, non-published number, or any other information provided by the Company shall be used only by an ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency 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 *the Company* 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. (T)
- I. The data must be secured by the ESPDS customer from unauthorized usage.
- J. The Company shall not be required to modify its network operations or protocols to accommodate any public safety agency ESPDS customer's or its agent's equipment, systems, or data processors.
- 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.
- 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.
- 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.

N8.3.4 Rates and Charges

- 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.
 - 1. Rates

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