

TARIFF DISTRIBUTION

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A38. LISTING SERVICES

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Material previously appearing on this page now appears on Contents page(s) 1 of the Non-Regulated Services – Pricing guide.

Directory Assistance Database Service (DADS), Directory Publishers Data Service (DPDS) and Emergency Service Provider Data Service (ESPDS) now appear in the Non-Regulated Services – Pricing guide in Sections N8.1, N8.2 and N8.4, respectively.

A38. LISTING SERVICES

A38.1 Reserved For Future Use

(T)(M)

A38. LISTING SERVICES

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

(T)(M)

A38. LISTING SERVICES

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

(T)(M)

A38. LISTING SERVICES

A38.2 Reserved For Future Use

(T)(M)

A38. LISTING SERVICES

A38.2 Reserved For Future Use (Cont'd)

(T)(M)

A38. LISTING SERVICES

A38.2 Reserved For Future Use (Cont'd)

(T)(M)

A38. LISTING SERVICES

A38.2 Reserved For Future Use (Cont'd)

(T)(M)

A38. LISTING SERVICES

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 purposes 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 as set forth in A38.3.3 following.

A38.3.2 Terms and Conditions

- A. Use of Location Identification Database Service - E911 shall be limited solely to the customer's provisioning of E911 Service as defined in A38.3.1. preceding. (T)
- 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*. (T)
- 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. (T)
- 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 -E911 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 A24.1.4.

A38.3.3 Rates and Charges

A.	Location Identification Database Service-E911			
	1. Initial load or subsequent reload			(M)
	(a) Per load/reload	Nonrecurring Charge	Monthly Rate	USOC
	2. Access Records	\$9,500.00	--	AL1SS
	(a) Per 1,000 access records in each E911 jurisdiction ¹	--	\$48.00	AL1MU
B.	Cancellation Fees ²			(M)
	1. Prior to scheduled delivery of initial database file			(M)
	(a) Per cancellation	\$-	--	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.			(M)
	Note 2: The nonrecurring cancellation fee will be 75 per cent of the nonrecurring charges shown in A. preceding. The <i>terms and conditions</i> set forth in A24.1.2.Q. shall apply.			(T)(M)

A38. LISTING SERVICES

A38.4 *Reserved For Future Use*

(M)

(T)(M1)

Material previously appearing on this page now appears on page(s) 8 of this section.

M1 Material previously appearing on this page now appears on page(s) 8 of Section N8 of the Non-Regulated Services – Pricing guide

A38. LISTING SERVICES

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

(T)(M)

A38. LISTING SERVICES

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

(T)(M)

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.1 ISDN - Business Service (IBS) (Cont'd)

A42.1.1 General (Cont'd)

F. IBS will consist of the following components:

- Basic Rate Digital Subscriber Line (DSL) Access
- At least one channel, either B or D, must be activated. A maximum of two simultaneous B channels can be in use per Basic Rate Access.
- Minimum of one and maximum of eight User Profiles per Basic Rate Digital Subscriber Line (DSL) Access Arrangement.

G. Grouping Service (Hunting) is available for ISDN Individual Service.

A42.1.2 Terms and Conditions

- A.** Customer Premises Equipment (CPE) that is compatible with the ISDN Interface is the responsibility of the user for provisioning.
- B.** The Company will be responsible for publishing and maintaining ISDN Interface Specifications.
- C.** The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provision of Basic Rate Access render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.
- D.** Suspension of service is not allowed, except for IBS lines associated with MultiServ service or MultiServ PLUS service. Suspension at the request of the subscriber will be allowed on the B channel portion of these main station lines at fifty percent of the rate regularly charged. Optional features outlined in Section A12. and this section will be suspended at no recurring charge during the period of suspension unless otherwise noted. Other rules and restrictions as outlined in Section A2. apply.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.1 ISDN - Business Service (IBS) (Cont'd)

A42.1.2 Terms and Conditions (Cont'd)

- E. Service Charges in Section A4. are applicable per Basic Rate DSL access in addition to rates and charges following.
- F. Installation charges in this Section will be waived for ISDN Residence Service customers transferring existing service to ISDN Business Service. Appropriate installation charges will be charged for any additions to the service completed at the time of transfer.
- G. IBS will be available where central office and outside plant facilities permit.
- H. IBS served from a central office other than the central office the subscriber would normally be served from will require interoffice facilities as provided in this Section per DSL. Any non-ISDN interoffice facilities connecting to this service will follow the *terms and conditions* in Section A9. (T)

Existing customers may convert to the Interoffice Circuits in this Section or they may continue to pay rates for interoffice facilities from Section A9. until they make changes or additions. Existing customers choosing to convert interoffice facilities will not be charged the installation charge for Interoffice Circuits. Appropriate charges from Section A4. are also not applicable for these conversions. Any changes or additions completed at the time of conversion will be charged the appropriate Installation charges. When the customer requests changes or additions to existing interoffice facilities, they must subscribe to the Interoffice Circuits from this Section.

At the Company's option, when the subscriber's serving central office is not equipped for ISDN, a customer may be served with ISDN from another central office. When the Company elects this serving arrangement, the interoffice charges will not apply. IBS customer's to be served under this arrangement must sign an agreement the service will be moved back to his normal serving central office and to a probable number change when/if that office is equipped with ISDN. Should the customer request to be served from an ISDN equipped central office other than the normal serving central office, the appropriate interoffice or interexchange charges will apply.

Charges for interoffice facilities will apply for any IBS line associated with a MultiServ service or MultiServ PLUS service that is served from a central office other than the normal service central office.

- I. Each ISDN Basic Rate DSL Access Arrangement will be counted as one line in determining the application of the Service Charges specified in Section A4. and the End User Charges as specified in the End User Common Access Service section of BellSouth Telecommunications, LLC, FCC No. 1. Section 4.
- J. IBS lines may be purchased to be associated with MultiServ service or MultiServ PLUS service, located in A12.20 and A12.21. Terms and conditions for MultiServ service and MultiServ PLUS service will apply to these IBS lines except as otherwise stated in this section.

Each ISDN Basic DSL Access Arrangement will be counted as a MultiServ service or MultiServ PLUS service line in determining the total system size.

IBS lines associated with MultiServ service or MultiServ PLUS service may purchase Optional Features compatible with ISDN from the MultiServ service Optional Features section of the MultiServ service section as well as features unique to ISDN lines from the Optional Features in this section. When a feature is listed in the Optional Feature Sections of both the MultiServ service and IBS offerings, the IBS version of the feature should be ordered. MultiServ Service Feature Groups are not available for use with these IBS lines.

IBS lines not associated with a MultiServ service or MultiServ PLUS service may not purchase features from the MultiServ service section.

Only 36-120 months contract periods are available under the Rate Stability Plan¹ in this section for IBS lines associated with a MultiServ service or MultiServ PLUS service as those lines must be coterminous with the MultiServ service or MultiServ PLUS service main station lines. (M)

- K. Usage rates will apply for total local usage minutes over the 320 hours allowed under the Flat Rate Threshold Pricing Plan. Usage rates will apply for total local usage minutes under Usage Option Plan A. Usage rates, as appropriate, are specified in this section. (M)

Note 1: As of August 31, 2011, Rate Stability Plans are no longer available for new or renewing subscribers. (M)

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.1 ISDN - Business Service (IBS) (Cont'd)

(M)

A42.1.3 Definitions

B CHANNEL

A bidirectional synchronous channel capable of supporting 64 Kbps of digital transmission.

D CHANNEL

A 16 Kbps digital signaling channel also capable of supporting 9.6 Kbps of packet information for the Basic Rate Interface (BRI).

64 KBPS CLEAR CHANNEL CAPACITY (CCC)

A B channel connection that provides end-to-end digital connection in which all 64 Kbps of bandwidth are available for customer use.

A42.1.4 Rates and Charges

A. Interoffice circuit

- 1. Per DSL

		Rate Stability¹ Monthly Rate			
	Installation Charge	Month to Month	24 - 59 Mos. Plan	60 - 120 Mos. Plan	USOC
(a) Each, including first mile	\$240.00	\$115.00	\$105.00	\$95.00	MIGNC
(b) Each additional mile	-	.45	.40	.35	MIGNM

B. Interface

- 1. Basic Rate DSL Access Arrangement
 - a. Basic Rate
 - (1) Flat Rate Threshold Pricing Plan
 - (a) (Obsoleted - See A142.)
 - (b) (Obsoleted - See A142.)
 - (c) (Obsoleted - See A142.)

Note 1: As of August 31, 2011, Rate Stability Plans are no longer available for new or renewing subscribers.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.1 ISDN - Business Service (IBS) (Cont'd)

A42.1.4 Rates and Charges (Cont'd)

F. Termination Charges

IBS lines placed in service under Rate Stability Plans after the effective date of this *guidebook* will incur a Termination charge at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the Rate Stability Plan. Termination Charges will not apply for IBS lines upgrading to another service offered by the Company with a contract period equal to or longer than the existing ISDN contract. (T)

1. Termination Charge for 24-59 Mos. Rate Stability

Plan if disconnected within:

	Termination Charges	USOC
(a) 1- 12 Months ¹	\$300.00	LPEB2
(b) 13-23 months	200.00	LPEB3
(c) 24-58 months	100.00	LPEB4

2. Termination Charge for 60-120 Mos. Rate Stability

Plan if disconnected within:

(a) 1-23 months	300.00	LPEB5
(b) 24-59 months	200.00	LPEB6
(c) 60-119 months	100.00	LPEB7

A42.1.5 Optional Features

Customers are required to subscribe to ISDN - Business Service (IBS) before ordering these features. Calling/Called Number Delivery, Calling Name Delivery and Call Hold are provided with this service where facilities permit. Features are available to increase the capability of IBS and may be subscribed to on an as needed basis. Availability of features are limited to where facilities permit and may be limited by central office type and switch load.

Where facilities permit, Call Forwarding features will provide for one calling path. Up to nine (9) additional call forwarding paths may be added with a monthly charge per calling path.

Note 1: This Termination Charge also applies at the date of termination if a customer terminates or disconnects prior to fulfilling the three months minimum service period.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.1 ISDN - Business Service (IBS) (Cont'd)

A42.1.5 Optional Features (Cont'd)

A. Optional Features (Cont'd)

2. The following features are available with either Custom ISDN or National ISDN. National ISDN customers may purchase these features for use with either EKTS sets or non-EKTS sets. (Cont'd)
 - k. Calling/Called Number Delivery/Calling Name Delivery-National ISDN - This feature provides the user who is receiving/originating a call with information about the calling/called party and the facility or destination and is provided with IBS. Some "privacy" options may be in effect in certain areas and will be located in Section A13. (T)
 - l. Visual Message Waiting Indicator - Provides the user of a message service with a visual indication that a message is waiting.
 - m. Audible Message Waiting Indicator - Provides the user of a message service with an indication that a message is waiting.
 - n. Additional Call Appearance - PDN or DN - This feature allows the terminal to have more than one DN button assigned to the same DN or Primary Directory Number (PDN).
 - o. Call Tracing - This feature enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the call was received, and the time the trace was activated. The customer using this feature would be required to contact the local business office for further action.

Call Tracing is available as follows: (a) monthly subscription, or (b) per activation/occasion. If the customer elects to subscribe to Call Tracing on a monthly basis, unlimited access to the feature is provided with no additional charge for each activation. Where facilities permit, any customer may utilize Call Tracing on a non-subscription basis with a per occasion charge for each successful activation of the feature.

Subject to the availability of facilities, access to usage based Call Tracing can be restricted at the customer's request. A secondary service order charge is applicable on orders involving this capability if no other work is being performed, except in the following cases: 1) the first ninety (90) days following introduction of usage based Call Tracing in each area or, b) ninety (90) days following a new customer's connection date.
 - p. Call Return - This feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial a code or press a feature button to request that the network place the call.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN

A42.3.1 General

- A. Primary Rate ISDN is an intraLATA offering supported by the Integrated Services Digital Network (ISDN) architecture.
- B. Primary Rate ISDN provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The Service may not be installed at a carrier hotel, a collocation cage, or any similar location. The basic channel structure for Primary Rate ISDN is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first Primary Rate ISDN arrangement and up to 24 channels on additional Primary Rate ISDN arrangements. A Digital Data Only option¹ and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, Outgoing Calling Name Delivery, and Hunting functionality are inherent to this service. Incoming Calling Name Delivery, an optional feature offered at rates listed in A42.3.4.D.5., is available in switch types where equipped. Redirecting Number, an optional feature described in A42.3.3, is offered at no charge to the customer in switch types where equipped. Telephone numbers for use on Primary Rate ISDN are available in this Section. One Directory Listing will be furnished at no charge for each Primary Rate ISDN B-Channel. Additional listings can be obtained as specified in Section A6.
- C. Primary Rate ISDN provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.
- D. Primary Rate ISDN is provided within a LATA from wire centers where appropriate ISDN facilities are available as determined by the Company. Special Construction charges may apply as specified in Section A5.
- E. Primary Rate ISDN Access Lines furnished between a serving wire center and a customer's premises will be offered at a non-distance sensitive rate per Primary Rate ISDN Access Line. If a customer wishes to utilize another Company provided transport facility, e.g., SMARTRing service, that can meet the required standards to carry the Primary Rate ISDN Access (DS1) Line, the customer will incur no charge for the Primary Rate ISDN Access (DS1) Line. MegaLink service cannot be utilized to provide transport for Primary Rate ISDN except where the Primary Rate ISDN is terminated in FlexServ service. Asynchronous Transfer Mode (ATM) Service can be utilized to transport Primary Rate ISDN Voice/Data – Flat Rate under the *terms and conditions* stated in A42.3.2.CC. (T)
- F. Interoffice Channels furnished between central offices will be charged at rates based on airline distance between the central offices, except as provided in A42.3.2.Q. following.
- G. Airline distance between Company central offices shall be developed using the methodology found in B3.3.3. Fractional mileage shall be rounded up to the next full mile.
- H. The required components for Primary Rate ISDN are as follows:
 - Primary Rate ISDN Access Line where applicable
 - Interoffice Channels where applicable
 - Primary Rate ISDN Interface
 - Primary Rate ISDN B-Channels
 - Primary Rate ISDN D-Channel
 - Telephone Numbers
 - Call Types

Note 1: Effective May 1, 2014, customers may not add the Digital Data Only option, and existing term plans for this option may not be renewed.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.1 General (Cont'd)

P. (Cont'd)

4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.

- Q.** Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked by the customer's equipment.

A42.3.2 Terms and Conditions

- A.** Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight¹ months or forty-nine¹ to seventy-two¹ months under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 of the Private Line Guidebook and as stated following:

1. A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for Primary Rate ISDN Interfaces is calculated based upon the quantity of Primary Rate ISDN Interfaces on a billing account. In addition, a discount for Primary Rate ISDN B-Channels is calculated based upon the number of Primary Rate ISDN B-Channels on a billing account.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is equal to the number of months remaining in the contract times fifty percent (50%) of the monthly rate provided under the contract.
3. A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
4. During the last ninety (90) days of a CSPP contract or an existing term extension as provided in this paragraph, in addition to the Renewal Options stated in B2.4.9.A.7., customers may extend their CSPP contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. Term extensions may include associated transport rate elements as provided in A42.3.4. However, term extensions are not available for other Company provided transport facilities services being utilized to provide Primary Rate ISDN, as described in A42.3.1.E. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month CSPP and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month CSPP). An extension will begin on the expiration date of the existing CSPP or term extension. The customer will be required to sign an addendum to their CSPP contract for each term extension.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a Termination Liability Charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a Termination Liability Charge. Termination Liability Charges shall be calculated for each 12-month extension, as a separate service term agreement, as illustrated in 2. and 3, preceding.

- B.** Nonrecurring charges associated with the Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other Primary Rate ISDN rate elements ordered.

Note 1: Effective October 1, 2013, customers may not establish new term plans greater than 36 months for Primary Rate ISDN, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

(T)

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.2 Terms and Conditions (Cont'd)

- C. No nonrecurring charges will be applicable when converting MegaLink ISDN service to Primary Rate ISDN or for converting from one Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and *terms and conditions* stated in D. following are applicable. No termination charges are applicable for conversions when:
 - 1. The contract selected for the new Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
 - 2. The service orders to disconnect the previous arrangement and to install the new Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- D. Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.
- E. Upgrades, from a MegaLink service and/or a MegaLink channel service contract arrangement, are permitted with no Termination Liability when:
 - 1. A new contract is selected for the Primary Rate ISDN equal to or greater in length than the arrangement being terminated, and
 - 2. The service orders to disconnect the MegaLink channel service arrangement and to install the Primary Rate ISDN are related together and received by the Company at the same time with no lapse in billing of service.
- F. The minimum subscription period for which month-to-month Primary Rate ISDN is furnished and for which charges are applicable is one month.
- G. Unless otherwise specified, the *terms and conditions* for Primary Rate ISDN stated herein apply in addition to the *terms and conditions* set forth in A2. (T)
- H. Customer Premises Equipment (CPE) that is compatible with the Primary Rate ISDN interface is the responsibility of the customer.
- I. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.
- J. Suspension of service is not allowed.
- K. *Terms and Conditions* for Allowance of Interruptions apply as specified in B2. (T)
- L. Service Charges in A4. do not apply
- M. Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restriction rates, Selective Class of Call Screening, and Foreign Exchange rates, do not apply.
- N. Verification and Emergency Interrupt service is not available.
- O. Calling telephone numbers transmitted via the Primary Rate ISDN are intended solely for the use of the Primary Rate ISDN subscriber. Resale of this information is prohibited by this Guidebook except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.
- P. Non-facility Associated Signaling (NFAS) provides the capability to control multiple DS1s with a single D-Channel. This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation and where switch capacity exists. When NFAS is selected, the customer will order one Primary Rate ISDN arrangement with one D-Channel and up to 23 B-Channels. Additional Primary Rate ISDN arrangements are ordered with up to 24 B-Channels at rates and charges provided in A42.3.4. The D-Channel activated on the initial arrangement serves the additional Primary Rate ISDN arrangements. If the customer desires, he may also request a back-up D-Channel with the NFAS option. The Voice/Data (Standard) Primary Rate ISDN and Digital Data Only option¹ Primary Rate ISDN arrangements may not be mixed in the same NFAS group.

Note 1: Effective May 1, 2014, customers may not add the Digital Data Only option, and existing term plans for this option may not be renewed.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.2 Terms and Conditions (Cont'd)

- Q. When a customer's normal serving central office is not equipped to provide Primary Rate ISDN, the customer may be served, at the Company's option, from an equipped central office without incurring interoffice channel charges. Primary Rate ISDN customers to be served under this arrangement must sign an agreement that the service may be moved back at the Company's discretion to the normal serving central office and to a probable number change when/if that office is equipped with ISDN. This is referred to as the Alternate Network Serving Arrangement (ANSA). If a customer, under ANSA, requests Primary Rate ISDN from an ISDN equipped central office other than that determined by the Company, interoffice channel charges as specified in A42.3.4.B will apply. Also, if a customer requests Primary Rate ISDN from a central office other than their normal serving office and ANSA does not apply, interoffice channel charges will apply as specified in A42.3.4.B. ANSA does not apply for Inward Data Extended Reach Service.
- R. The Primary Rate ISDN - Digital Data Only option¹ provides for the transmission of data mode calls only. The Primary Rate ISDN - Digital Data Only arrangement will be provisioned with the customer's requested number of Digital Data Only B-channels with no B-channels capable of transmitting voice mode calls in the same arrangement.
- S. The Primary Rate ISDN Inward Data option provides for the transmission of inward analog and digital data calls only.
- T. *Terms and conditions* in Section A2. prohibiting the mixing of flat and message or flat and measured service do not apply for Primary Rate ISDN (T)
- U. No usage charges apply for Primary Rate ISDN calls within the local calling area. Long Distance Message Telecommunications Service rates as specified in Section A18. apply for intraLATA calls terminated beyond the local calling area.
- V. The Next Route Index Feature allows a Primary Rate ISDN Digital Data Only¹ customer to arrange analog calls to overflow to a Voice/Data arrangement in the same switch or allows the customer to overflow analog and digital calls to a Voice/Data arrangement in the same switch. These same capabilities are available to a Primary Rate ISDN Inward Data customer to overflow calls to a Voice/Data arrangement in the same switch. It does not allow Voice/Data or Inward Data calls to overflow to a Digital Data Only arrangement nor does it allow Voice/Data or Digital Data Only calls to overflow to an Inward Data arrangement.
- W. Primary Rate ISDN Digital Data Only¹ Signaling Groups may be configured in one of the following four standard arrangements of call types:
1. Inward Calls: The number of Inward calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
 2. Outward calls: The number of Outward calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
 3. Inward calls and Outward calls: The maximum number of simultaneous calls for each call type is determined by the customer. For each call type, the maximum number of simultaneous calls must be less than or equal to the number of activated B-channels in the Signaling Group.
 4. 2-Way calls: The number of 2-Way calls accommodated by the Signaling Group will be equal to the number of activated B-Channels.

Note 1: Effective May 1, 2014, customers may not add the Digital Data Only option, and existing term plans for this option may not be renewed.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.2 Terms and Conditions (Cont'd)

- (T)
- X. The Company reserves the right to audit the customer's traffic usage for the Incoming Call Extension feature to insure that simultaneous calls are not occurring on the low use option. If such calls are occurring, the customer will be required to subscribe to the high use option.
 - Y. The Service Installation Guarantee as set forth in B2.4.17 of the Private Line Guidebook applies for Primary Rate ISDN.
 - Z. (Obsoleted, See Section A142)
 - AA. The provisions stated under B2.4.14 Cancellation of a Service Order apply for Primary Rate ISDN with one exception. The customer must accept service within 45 calendar days after the original service date rather than 30 calendar days as stated in B2.4.14 or choose one of the following options:
 - The service order shall be cancelled and charges as set forth in B2.14.14 will apply, or
 - Billing for the service will commence on the 46th day beyond the original service date of the service order.
 - BB. Customer requested changes from Primary Rate ISDN to intrastate or interstate Fast Packet Services and associated transport under a contract payment plan are permitted with no termination liability when:
 - 1. A new contract is selected for the Fast Packet Service equal to or greater in length than the Primary Rate ISDN arrangement being terminated, and
 - 2. The service orders to disconnect the Primary Rate ISDN and to install the Fast Packet Service are related together and received by the Company at the same time with no lapse in billing of service.
 - CC. ATM Service can be utilized to provide transport for Primary Rate ISDN Voice/Data – Flat Rate under the following conditions:
 - 1. The Unstructured Circuit Emulation Customer Connection - PRI over ATM rate element specified in A40.8 applies for each Voice/Data Flat Rate Interface transported via ATM. Other ATM rates are applicable as stated in A40.8.
 - 2. Interoffice Channel rates stated in A42.3.4 following apply when the Primary Rate ISDN switch and the ATM switch are not located in the same central office.
 - 3. Rates for the B-Channel to be used with ATM are specified in A42.3.4 following.
 - 4. In accordance with *terms and conditions* governing the provisioning of local exchange service via Primary Rate ISDN Service, the PVC Segment associated with the Unstructured Circuit Emulation Customer Connection - PRI over ATM may only be mapped to a PVC Segment associated with a local ATM Service Customer Connection whose service terminates to a premises within the same LATA as the Primary Rate ISDN Service switch.
 - DD. The PRI Overflow feature for Voice/Data Arrangements allows calls to overflow from a customer's Voice/Data PRI Arrangement to a telephone number. The calls must overflow to a business telephone number residing in the same central office switch as the customer's Voice/Data PRI Arrangement.
- (T)

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.4 Rates and Charges (Cont'd)

C. (Cont'd)

	Nonrecurring Charge	Monthly Rate	USOC			
8. Line Identifier Number not part of directory range for EWSD switch type						
(a) Per number - No Rate (Provisioning Only)	-	-	PR7TE			
D. Optional Offerings						
1. ANSA - Interoffice Mileage per Primary Rate ISDN Access Line - No Rate (Provisioning USOC: 2LHLM)						
	Nonrecurring Charge	Month to Month	12 to 23 Months	24 to 48 ¹ Months	49 to 72 ¹ Months	USOC
2. Incoming Call Extension - Same Rate Center						
(a) (Obsoleted, See Section A142)						
(b) (Obsoleted, See Section A142)						
(c) (Obsoleted, See Section A142)						
(d) ICE-SRC, Per number in the same rate center ²	-	\$.20	-	-	-	PR7TF
3. Incoming Call Extension - Different Rate Center						
(a) ICE-DRC, Per Number - Month-to-Month Option	\$ 10.00	.40	-	-	-	PR7NZ
(b) ICE-DRC, Per Number - Term Plan Option	-	-	\$.35	\$.30	\$.25	PR7NZ
4. Next Route Index Feature						
(a) Per analog arrangement	100.00	30.00	28.50	27.00	25.00	PR7GX
(b) Per analog and digital arrangement	100.00	30.00	28.50	27.00	25.00	PR7GY
5. Overflow Feature for Extended Reach Service Dedicated Route Arrangement						
(a) Per Remote Telephone Number	100.00	54.00	52.00	50.00	46.00	PR7AU
6. Calling Name Delivery Feature						
(a) Per Primary Rate Interface	-	100.00	85.00	75.00	69.00	PR7CN
7. Redirecting Number Feature per Primary Rate Interface - No Rate (Provisioning USOC: PR7RN ³)						
8. PRI Overflow Feature for Voice/Data Arrangements						
(a) Per analog and digital arrangement	100.00	30.00	28.50	27.00	25.00	PR7OF
9. Secondary Calling Name Delivery ³						
(a) Per number	10.00	4.00	4.00	4.00	4.00	PR7SN

Note 1: Effective October 1, 2013, customers may not establish new term plans greater than 36 months for Primary Rate ISDN, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

Note 2: These rates apply only to new ICE-SRC service ordered on or after June 14, 2004.

Note 3: Each number requires an additional listing. Listings for this service are subject to *terms and conditions* specified in Section A6. for directory listings. (T)

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(M)

(M)

(M)

SUBJECT INDEX

K.

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Note 1: Directory Assistance Database Service (DADS), Directory Publishers Database Service (DPDS) and Emergency Service Provider Data Service (ESPDS) are now found in Section N8. of the Non-Regulated Services – Pricing guide. (N)

N8. LISTING SERVICES

(M)

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Material appearing on this page previously appeared on Contents page(s) 1 of Section A38 of the General Exchange Guidebook.

Directory Assistance Database Service (DADS), Directory Publishers Database Service (DPDS) and Emergency Service Provider Data Service (ESPDS) previously appeared in Section A38.1, A38.2 and A38.4, respectively, of the General Exchange Guidebook.

N8. LISTING SERVICES

(M)

N8.1 Directory Assistance Database Service (DADS)

(M)

N8.1.1 Description of Service

(M)

- 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 *term and condition*. 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: (T)(M)
1. Voice Directory Assistance (DA Operator or DA Operator System assisted), and (M)
 2. Electronic Directory Assistance (Data Systems assisted). (M)
- 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. (M)
- C.** DADS 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 *the Company* as follows: (T)

 - 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 preceding 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.** 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: (M)
1. Secondary Listings (M)
 2. Listings that are deemed by the Company as inappropriate to provide (M)
- 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. (M)
- F.** The Company reserves the right to exclude any name at the request of the Company's subscribers. (M)
- G.** Rates and Cancellation fees for DADS are as set forth in *N8.1.3* following. (T)(M)

N8. LISTING SERVICES

N8.1 Directory Assistance Database Service (DADS) (Cont'd)

N8.1.2 Terms and Conditions

- 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.

(M)
- B.** Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in *N8.1.1* preceding and as otherwise permitted by applicable law or *term and condition*.

(T)(M)
- C.** DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or *service publications*.

(T)(M)
- D.** Except for the permitted uses, the customer shall not (i) disclose DADS to others and shall use due care in providing for the 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 customers shall not reproduce DADS except for the preparation of archival or backup copies or as otherwise permitted by applicable law or *term and condition*. Failure to comply with the provisions of this *service 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 *service publication*.

(T)(M)
- E.** The *terms and conditions* as set forth for deposits and payment of service in A2.4 of *the General Exchange Guidebook* shall 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*.

(T)(M)
- F.** The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DADS 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.

(M)
- G.** 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 of DADS or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company.

(M)
- H.** Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any untrue 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.

(M)
- I.** The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, 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.

(M)
- J.** Addresses associated with Non-Published subscriber listings are provided for the sole purpose of differentiating an end user listing request. The customer may not provide a Non-Published subscriber address to their end user.

(M)

N8. LISTING SERVICES

(M)

N8.1 Directory Assistance Database Service (DADS) (Cont'd)

(M)

N8.1.3 Rates and Charges

(M)

A. The following rates apply for Directory Assistance Database Service.

(M)

1. Subscriber Listings

(M)

(a) Per Listing

Rate **USOC**
\$.06 **NA**

(M)

2. Monthly Recurring Charge

(M)

(a) Per Month

Monthly
Rate **USOC**
\$- **DBSAF**

(M)

B. Cancellation Fees¹

(M)

1. Prior to scheduled delivery of initial base file

(M)

(a) Per Cancellation

Nonrecurring
Charge **USOC**
\$- **NA**

(M)

Note 1: 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.

(M)

N8. LISTING SERVICES

(M)

N8.2 Directory Publishers Database Service (DPDS)

(M)

N8.2.1 Description of Service

(M)

- A. The Company will provide Directory Publishers Database Service (DPDS) to an ordering customer solely for the compilation, production, publication, correction, and distribution of a directory(ies) and/or for the sale or solicitation of advertising to be contained in a published directory (M)
- B. (DELETED) (M)
- C. (DELETED) (M)
- D. (DELETED) (M)
- E. (DELETED) (M)
- F. (DELETED) (M)
- G. Directory Publishers Database Service (DPDS) is available and must be ordered by NPA-NXX code(s). (M)
- H. NPA-NXX Listing Files may be sorted in any of the following customer designated sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions. NPA-NXX Listing Files will include subscriber listing information associated with foreign exchange, remote call forwarded and 800 numbers. (M)
- I. Directory Publishers Database Service (DPDS) makes optionally available an Update Service, which provides changes in subscriber listing information as reflected in daily service order activity affecting the designated database of listings maintained by the customer sorted in any sequence described in paragraph C. preceding. DPDS update information is provided in daily, weekly or monthly increments, as specified by the customer. (M)
- J. Directory Publishers Database Service (DPDS) optionally provides a Weekly Business Activity Report (WBAR), which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories. WBAR may not, however, be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories. (M)
- K. A New Connect Report (NCR) option, which utilizes only "N" type service order activity, is made available via Directory Publishers Database Service (DPDS). The NCR provides the listed name, address and telephone number (as well as the billing address if different from the listed address) of only new *Company* residential and/or business subscribers (ordering DPDS customers may specify residence, business or both). The listing data provided includes only the name and complete mailing address for new subscribers with non-listed and non-published numbers. Listing data provided via the NCR may be used for update and/or delivery of directories. NCR does not, however, provide data sufficient in and of itself to make current any existing customer listing files that would later be used to publish a directory of all subscriber lines in a given area. In addition, Business listings provided via the NCR may be used for soliciting yellow page advertising. (T)(M)
- L. DPDS provides subscriber listing information detail as follows: (M)
 - 1. NPA-XXX Listing File (M)

An extract containing the listed names, addresses, zip codes (when available on records), primary business classification (when available on records) and telephone numbers of Company subscribers located within the NPA-NXX codes requested. The extract also contains only the name and complete mailing address for non-listed and non-published subscribers. (M)

NPA-NXX Listing Files are provided on magnetic tape (round 9-track 6250 BPI). (M)

The Company will require two (2) weeks after receiving an order to prepare and provide a requested NPA-NXX Listing File. (M)
 - 2. Weekly Business Activity Report (WBAR) (M)

Weekly reporting changes affecting the business listings of the Company's subscribers served via a requested NPA-NXX will be provided optionally, as specified in N8.2.3 following. The WBAR will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or transferring main service (N,D,R,X,C and T orders). The business subscriber data will include: (T)(M)

 - a. Listed Name (M)
 - b. Listed Address (M)
 - c. Listed Telephone Number (M)
 - d. Billing Name (if different from the listed name) (M)
 - e. Billing Address (if different from the listed address) (M)
 - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company) (M)

N8. LISTING SERVICES

(M)

N8.2 Directory Publishers Database Service (DPDS) (Cont'd)

(M)

N8.2.1 Description of Service (Cont'd)

(M)

- M. The customer must take reasonable steps to remove from its records and not publish in its directory any listing relating to subscriber service upon reasonable notice given by the Company and confirmed in writing that the listing has become non-published or non-listed in the records of the Company. (M)
- N. The Company will take reasonable steps to provide accurate and current information when listings are ordered under this *service publication*. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in paragraph I, preceding. (T)(M)
- O. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuance of NPA-NXX codes. The Company is not required to provide notice of such changes as long as there is a reasonable method by which the customer can obtain NPA-NXX code information. (M)
- P. Rates for DPDS are as set forth in N8.2.3 following. (T)(M)
- Q. Any information shared between the Company and the customer is confidential and proprietary to both companies. (M)
- R. When expressly authorized by the CLEC, DPDS will provide subscriber listing information of CLECs who have provided their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the CLEC. (M)

N8.2.2 Terms and Conditions

(T)(M)

- A. The Company authorizes the use of DPDS pursuant to the terms and conditions of this *service publication*. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS and DPDS data. This *service publication* does not create or negate any rights, restriction, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum. (T)(M)
- B. The Company will provide DPDS to an ordering customer solely for the compilation, production, publication correction, and distribution of a directory(ies) and/or for the sale or solicitation of advertising to be contained in a published directory(ies). (M)
- C. When ordering an initial NPA-NXX File, customer must within 180 days either: (M)
 - 1) Publish its directory, or (M)
 - 2) Order a subsequent NPA-NXX File, or (M)
 - 3) Subscribe to DPDS update service (M)

The customer's directory(ies) shall be initially published within such time frames in order to assume reasonably current subscriber listing information to users of the customer's directory(ies) and thus avoid unnecessary use of the Company network, facilities or operations. (M)
- D. The customer may amend suspected listing errors and publish corrected subscriber listing information in accordance with the procedure described in N8.2.1.N., preceding. (T)(M)
- E. The customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white pages from its published directory(ies). (M)
- F. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or *service publications*. (T)(M)
- G. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this *service publication*. (T)(M)
- H. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this *service publication*, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute. (T)(M)

N8. LISTING SERVICES

(M)

N8.2 Directory Publishers Database Service (DPDS) (Cont'd)

(M)

N8.2.1 Description of Service (Cont'd)

(M)

H. (Cont'd)

(M)

If the Company refuses to furnish service, the Company shall give the customer notice by certified mail of the Company's grounds to believe that the customer has failed or will fail to comply with this *service publication* and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. Following ten (10) days from the receipt of the notice, the Company may suspend or terminate the service.

(T)(M)

If service is suspended or terminated, the customer agrees to return immediately all copies in its possession and to make no further use of DPDS data.

(T)(M)

I. Unless otherwise agreed to in writing, neither the customer nor its employees, agents or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates its directories are sponsored or approved by the Company or by the Company's affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.

(M)

J. Customer shall undertake reasonable steps in advertising and publishing its directories to distinguish the identity of its directories from those published by or on behalf of the Company.

(M)

K. The *terms and conditions* set forth for deposits and payment of service in A2.4 of *the General Exchange Guidebook* shall apply for DPDS.

(T)(M)

L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.

(M)

M. The customer accepts subscriber listing information provided via DPDS just as the Company has received it from the Company's subscriber - on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives subscriber listing information from the Company's subscriber. The Company does not warrant the accuracy of the subscriber listing information as received from its subscriber and furnished to the customer. The Company assumes no responsibility or liability for any errors or omissions in the subscriber listing information as received by the Company from its subscriber and furnished to the customer.

(M)

The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in the publisher's directory(ies). The customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory(ies).

(M)

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.

(M)

The Company's liability for intentional or gross fault is not hereby limited.

(M)

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty (60) days of the time the information is furnished to the customer.

(M)

N. The customer shall indemnify, hold harmless and defend the Company from and against any cost damage, expense (including, but not limited to reasonable attorney fees and expenses) or liability arising out of any demand claim suit for judgment for damages, however caused, which may arise out of the customer's use of subscriber listing information provided under this *service publication*, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of subscriber listing information that changes after the subscriber listing information is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.

(T)(M)

O. Failure of the customer to indemnify the Company under the provisions of N8.2.2.N. will constitute grounds for suspension or termination of service.

(T)(M)

N8. LISTING SERVICES (M)

N8.2 Directory Publishers Database Service (DPDS) (Cont'd) (M)

N8.2.3 Rates and Charges (M)

A. The following rates for Directory Publishers Database Service (DPDS) apply: (M)

1. NPA-NXX Listing File			
(a) Per Listing Provided	Rate	USOC	
	\$.04	NA	(M)
2. New Connect Report			(M)
(a) Per Listing Provided	.1004	NA	(M)
3. Weekly Business Activity Report ¹			(M)
(a) Per Listing Provided	.1874	NA	(M)
4. Update Service (listing changes as reflected in daily service order activity)			(M)
(a) Per Listing Provided	.06	NA	(M)
5. Cancellation Fees ²			(M)
	Nonrecurring		
	Charge	USOC	
(a) Each NPA-NXX Listing File	\$ -	NA	(M)
(b) Each Weekly Business Activity Report	-	NA	(M)

N8.3 Reserved For Future Use (N)

Note 1: The minimum service period is one month. (M)

Note 2: The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation. (M)

N8. LISTING SERVICES (M)

N8.4 Emergency Service Provider Data Service (ESPDS) (M)

N8.4.1 Description of Service (M)

- 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)(M)
- 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. (M)
- 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. 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 *service publication* or failure to comply with any other provisions of this *service publication* will be cause for immediate suspension of the service provided hereunder. (T)(M)
- E. Any information shared between the Company and the ESPDS customer is considered confidential and proprietary. (M)
- 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)

N8.4.2 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

N8.4 Emergency Service Provider Data Service (ESPDS) (Cont'd)

N8.4.3 Terms and Conditions

- A.** Public safety agency customers requesting this service must meet the current network standards and must cooperate with the *Company's* Network Organization to avoid network problems associated with the use of data obtained through this service. (M)
- 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: (M)
- 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. (M)
 - 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. (M)
 - 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 NMC. (M)
- B.** The 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. (M)
- C.** Each ESPDS customer must provide the 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. (M)
- D.** The ESPDS customer agrees to work cooperatively with the 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 Network Management Center. (M)
- E.** The Network Management Center will utilize protective controls including those outlined in E2.1.12 of *the Company'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. (M)
- F.** *The Company* does not guarantee the completion of mass calling traffic on its network. (M)
- G.** With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and their employees shall: (M)
- 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 (M)
 - 2.** Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties (M)
 - 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 services and (M)
 - 5.** Notify *the Company* immediately if there is confirmed or suspected misuse of the data by any party or parties. (M)

N8. LISTING SERVICES

N8.4 Emergency Service Provider Data Service (ESPDS) (Cont'd)

N8.4.3 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 *service publication* may be provided to the ESPDS customer’s assigned agent for the purpose 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 use of the information and providing for its protection in the same manner as is set forth in this *service 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)(M)
- I. The data must be secured by the ESPDS customer from unauthorized usage. (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. (M)
- K. Emergency Service Provider Data Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or *service publications*. (T)(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. (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 *service publication*. (T)(M)
- 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 *service publication* remain applicable to the ESPDS customer. (T)(M)

N8.4.4 Rates and Charges

- A. ESPDS customers may request a maximum of four extracts per 12 month period. If a re-transmittal of the extract is requested by the customer within 30 days of the extract provision date no charges will apply. (M)

1. Rates (M)

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