TARIFF DISTRIBUTION

FILE PACKAGE NO.: FL-20-0041

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STATE: FLORIDA

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Increase Directory Publishing Data Service (DPDS) Charges.

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N8. LISTING SERVICES

N8.2 Directory Publishers Database Service (DPDS)

N8.2.1 Description of Service

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

B. (DELETED)

C. (DELETED)

D. (DELETED)

E. (DELETED)

F. (DELETED)

G. Directory Publishers Database Service (DPDS) is available and must be ordered by NPA-NXX code(s).

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.

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.

J. **(DELETED)**

K. **(DELETED)**   (D)

L. DPDS provide*s* subscriber listing information detail as follow*s*:

    1. NPA-XXX Listing File

    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.

    (DELETED)   (D)

    The Company will require ***thirty (30) days*** after receiving an order to prepare and provide a requested NPA-NXX Listing File.   (C)

    2. **(DELETED)**

N8. LISTING SERVICES

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

N8.2.1 Description of Service (Cont'd)

H. (Cont'd)

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.

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.

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.

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.

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.

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. 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.

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).

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.

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

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.

N. The customer shall indemnify, hold harmless and defend the Company from and against any *c*ost 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.

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.

P. Fees not paid within thirty (30) days of the invoice date are subject to a late charge as per the General Exchange Guidebook.   (N)

N8. LISTING SERVICES

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

N8.2.3 Rates and Charges

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

1. *Initial Bulk* Listing (T)

		Rate	USOC	
(a)	Per Listing Provided	$ .12	NA	(I)

2. **(DELETED)**

3. Update *Listings* (listing changes as reflected in daily service order activity) (I)

(a)	Per Listing Provided	.18	NA	(I)

4. Minimum Charge (N)

(a)	Minimum Charge	150.00	NA	(N)

5. Order Expedite Charge (N)

(a)	Order Expedite Charge	500.00	NA	(N)

6. Violation of License (N)

(a)	Violation of License	250,000.00	NA	(N)

(DELETED)

N8.3 Reserved For Future Use

(DELETED)

(DELETED) (D)