TARIFF DISTRIBUTION

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TARIFF SECTION	PAGE NUMBER	PAGE REVISION
N008	1	0000
N008	2	0000
N008	3	0000
N008	4	0000
N008	5	0000
N008	6	0000
N008	7	0000
N8 Cont. (pg)	1	0000
N Book Cont (pg)	1	0013
G038	1	0002
G038	2	0002
G038	3	0002
G038	4	0001
G038	5	0001
G038	6	0001
G038	7	0001
G038	8	0001
G038	9	0001
G38 Cont. (pg)	1	0001
G Subj. Indx (pg)	8	0001

A38. LISTING SERVICES

CONTENTS

A38.1			(M)
A38.2			(M)
A38.3	Location Identification Database Service (LIDS) - E911	8	
A38.3.1	Description of Service	8	
A38.3.2	Terms and Conditions	8	(T)
A38.3.3	Rates and Charges	9	

A38. LISTING SERVICES

A38.1 Reserved For Future Use

A38. LISTING SERVICES

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

A38. LISTING SERVICES

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

A38. LISTING SERVICES

A38.2 Reserved For Future Use

First Revised Page 5

LA-14-0107 EFFECTIVE: January 9, 2015

A38. LISTING SERVICES

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

A38. LISTING SERVICES

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

First Revised Page 7

LA-14-0107 EFFECTIVE: January 9, 2015

A38. LISTING SERVICES

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

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

A38.3.2 Terms and Conditions

- 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.
- B. Vendors, agencies or local exchange companies requesting this service must meet the current network standards.
- C. The customer shall not reproduce, resell, rent, license, disclose, or allow access to the database for any reason other than for the provision of E911 Service. Failure to comply with the provisions of this *Guidebook* shall result in termination of the service and customer shall immediately return to the Company all copies of the Location Identification Database in its possession and shall make no further use of the data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *Guidebook*.
- D. The minimum period for Location Identification Database Service is one month. The customer must give the Company 120 days notice prior to termination of service. The *terms and conditions* as set forth for deposits and payment of service in A2.4 shall apply. If a customer cancels an order for the service prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in A38.3.3.
- 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 A13.27.5.E.

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A38. LISTING SERVICES

A38.3 Location Identification Database Service - E911 (continued)

A38.3.3 Rates and Charges

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

		Charge	Rate	USUC
	(a) Per load/reload	\$9,500.00		AL1SS
	2. Access Records			
	(a) Per 1,000 access records in each E911 jurisdiction ¹		\$48.00	AL1MU
В.	Cancellation Fees ²			
	1. Prior to scheduled delivery of initial database file			
	(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.
- **Note 2:** The nonrecurring cancellation fee will be 75 per cent of the nonrecurring initial load charges shown in A. preceding. The *terms and conditions* set forth in A13.27.5.21. shall apply.

(T)

(N)

SUBJECT INDEX

SUBJECT	Section
D	
Damage to Subscriber's Premises	A2
Data Access Arrangement, WATS	A119
Data Transport Service	A29
Defacement of Premises	A2
Definitions of Terms	A1
Demarcation Point	A15
Deposits	A2
Designer Listings	A6
Destruction of Telephone Equipment by Subscriber	A2
Determination of Airline Mileages	A18
Dictation Recording Equipment	A15
Direct-Inward-Dialing (DID) to Private Branch Exchange Systems	A12
Directories	A2
Directory Assistance Call Completion (Local)	A3.24
Directory Assistance Call Completion (Toll)	A18.14
Directory Assistance/Directory Assistance Call Completion	A3.25
Directory Assistance Service	A2
Misuse of	A2
Local	A3
Long Distance	A18
Long Distance, Operator Assistance	A18
WATS	A119
Directory Errors and Omissions	A2
Directory Listings	A6
Additional Directory Listings	A6
Dual Name Listings	A6
Foreign Listings	A6
Initial Service Period	A6
Miscellaneous Listings	A6
Directory Listing Services	A38
(DELETED)	
(DELETED)	

N8. LISTING SERVICES		(M)
CONTENTS		(M)
N8.1 Directory Assistance Database Service (DADS)	1	(M)
N8.1.1 Description of Service	1	(M)
N8.1.2 Terms and Conditions	2	(T)(M)
N8.1.3 Rates and Charges	3	(M)
N8.2 Directory Publishers Database Service (DPDS)	4	(M)
N8.2.1 Description of Service	4	(M)
N8.2.2 Terms and Conditions	5	(T)(M)
N8.2.3 Rates and Charges	7	(M)
N8.3 Reserved For Future Use	7	(N)

		N8. LISTING SERVICES	(M)
N8.1 I	Dire	ctory Assistance Database Service (DADS)	(M)
		scription of Service	(M)
A.	Upo lim use	on request, the Company will provide local exchange subscriber name, address and telephone number listings (except as ited by D. following), solely for the customer's expressed purpose of providing Directory Assistance type services to its end its. The term "end user" denotes any entity who obtains Directory Assistance type services for its own use from a DADS atomer. Directory Assistance type services are defined as:	(M)
	1.	Voice Directory Assistance (DA Operator or DA Operator System assisted), and	(M)
	2.	Electronic Directory Assistance (Data Systems assisted).	(M)
В.		DS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each stral Office requested. The data provided will include all eligible listings as outlined in C. and D. following.	(M)
C.	DA	DS will include the following:	(M)
	1.	Base File	(M)
		An extract containing all qualified listed names, addresses and telephone numbers of Company subscribers and any Independent Telephone Company (ICO) and Competitive Local Exchange Carrier (CLEC) subscriber listing information associated with lines located in a requested NPA that such companies have chosen to provide to BellSouth as follows:	(M)
		a. Listed Name - As input on the Company service order.	(M)
		b. Listed Address - House Number Prefix or Suffix, Street Name Prefix or Suffix, Address Prefix or Suffix, Community Name, State Name.	(M)
		c. Telephone Number	(M)
		d. Account NPA - Originating NPA	(M)
		e. Account NXX - Originating NXX	(M)
		f. Exchange Code - Originating Community Code	(M)
		g. Date - Current date of Extract/Update	(M)
		h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.	(M)
		i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.	(M)
		j. Unique Business/Residence/Government Indicator	(M)
		k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).	(M)
		In addition to the 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.		DS is not a verbatim copy of the Company's Directory Assistance (DA) Database or of the Company's Directory. The owing listings will not be provided with DADS:	(M)
	1.	Secondary Listings	(M)
	2.	Listings that are deemed by the Company as inappropriate to provide	(M)
Е.		DS will provide the available subscriber listing information of ICOs or CLECs who have chosen to provide their scribers' listings to the Company, per terms and conditions agreed to by the Company and the ICO or CLEC.	(M)
F.		Company reserves the right to exclude any name at the request of the Company's subscribers.	(M)
G.	Rat	es and Cancellation fees for DADS are as set forth in N8.1.3 following.	(T)(M)

EFFECTIVE: January 9, 2015 LA-14-0107

N8. LISTING SERVICES

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

whether or not it is in the possession of a customer.

(M) (T)(M)

(T)(M)

(T)(M)

(T)(M)

(T)(M)

(M)

(M)

(M)

(M)

(M)

(M)

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
 - (M)
- Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in N8.1.1 preceding.
- DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs or *guidebooks*.
- Except for the permitted uses, the customer shall not disclose DADS to others and shall use due care in providing for the security and confidentiality of DADS. The customer shall not rent, license or resell DADS for any purpose, nor shall customer permit its end users to do the same. The customers shall not reproduce DADS except for the preparation of archival or backup copies. 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 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 Guidebook. Upon customer termination of DADS the customer shall return all copies of DADS or provide adequate written proof that the data has been removed from their system and destroyed.
- 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.
- 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.
- 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
- H. Unless, expressly permitted, neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any 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.
- Unless expressly permitted in writing, 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.
- 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.

		N8. LISTING SERVICES			
8.1 Director	ry Assist	tance Database Service (DADS) (Cont'd)			
N8.1.3 Rates a	nd Charge	s			
A. The follo	wing rates ap	oply for Directory Assistance Database Service.			
1. Sub	scriber Listii	ngs			
	(a)	Per Listing	Rate \$.06	USOC NA	
2. Mor	nthly Recurri	ing Rate			
B. Cancellat	()	Per month	-	DBSAF	
1. Prio	or to schedule	ed delivery of initial base file			
			Nonrecurring Charge	USOC	
	(a)	Per Cancellation	\$-	NA	

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.

File.

LA-14-0107 EFFECTIVE: January 9, 2015

	N8. LISTING SERVICES	(M)
N8.2 [Directory Publishers Database Service (DPDS)	(M)
N8.2.	1 Description of Service	(M)
	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(ies).	(M)
B.	Directory Publishers Database Service (DPDS) is available and must be ordered by NPA-NXX code(s).	(M)
C.	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)
D.	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)
E.	(DELETED)	(M)
F.	F. 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 BellSouth 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.	
G.	DPDS provides subscriber listing information detail as follows:	(M)
	1. NPA-NXX 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	(M)

(M) **N8. LISTING SERVICES** (M) N8.2 Directory Publishers Database Service (DPDS) (Cont'd) N8.2.1 Description of Service (Cont'd) (M) The customer must take reasonable steps to remove from its records and not publish in its directory any listings relating to (M) 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. I. The Company will take reasonable steps to provide accurate and current data when subscriber listings are ordered under this (T)(M) Guidebook. The customer understands and acknowledges, however, that the data provided will require editorial review and revision. When the customer suspects errors or omissions in the subscriber listing information received, the customer agrees to contact the Company and to supply the Company with copies of the suspected errors or omissions. The customer may change the subscriber listing information provided to reflect the corrected listing information in the directory(ies) it publishes. The Company has no obligation to update the data provided after it has been transmitted to customer, except as provided in paragraph D. preceding. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the (M) customer of a reasonable procedure for obtaining information about added and/or discontinued 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. Rates for DPDS are as set forth in N8.2.3, following. K. (T)(M) Any information shared between the Company and the customer is confidential and proprietary to both companies. Ι., (M) When expressly authorized by the CLEC, DPDS will provide subscriber listing information of CLECs who have provided (M) their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the CLEC. **N8.2.2** Terms and Conditions (T)(M)The Company authorizes the use of DPDS pursuant to the terms and conditions of this *Guidebook*. By virtue of such (T)(M) 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 *Guidebook* does not create or negate any rights, restrictions, 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. The Company will provide DPDS to an ordering customer solely for the compilation, production, publication correction, and (M) distribution of a directory(ies) and/or for the sale or solicitation of advertising to be contained in a published directory(ies). When ordering an initial NPA-NXX Listing File, the customer must, within 180 days either: (M) 1) Publish its directory(ies), or (M) 2) Order a subsequent NPA-NXX Listing File, or (M) 3) If available, subscribe to Update Service (M) The customer's directory(ies) shall be initially published within such time frames in order to assure 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. The customer may amend suspected listing errors and publish corrected subscriber listing information in accordance with the (T)(M)procedure described in N8.2.1.1., preceding. The Customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white (T)(M) pages from its published directory(ies). Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, (T)(M) regulatory orders, tariffs or *guidebooks*. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The G. (T)(M) customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Guidebook. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the (T)(M) 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 Guidebook, 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.

N8. LISTING SERVICES

(M)

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

(M)

N8.2.2 Terms and Conditions (Cont'd)

(T)(M)

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 *guidebook* 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 days from receipt of the notice, the Company can suspend or terminate service.

(T)(M)

The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data.

(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 that its directory is sponsored or approved by the Company or its 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. The customer shall undertake reasonable steps in advertising and publishing its directory(ies) to distinguish the identity of its directory(ies) from directories 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. Limitation of Liability

(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 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 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 attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of subscriber listing information provided under this *Guidebook* - 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.

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)
 NPA/NXX Listing File 			(M)
	Rate	USOC	
(a) Per Listing Provided 2. New Connect Report	\$.04	NA	(M) (M)
(a) Per Listing Provided3. Update Service (listing changes as reflected in daily service order activity)	.0997	NA	(M) (M)
(a) Per Listing Provided 4. Cancellation Fees ¹	.06	NA	(M) (M)
	Nonrecurring Charge	USOC	
(a) Each NPA/NXX Listing File	\$-	NA	(M)
N8.3 Reserved For Future Use			(N)

Note 1: The nonrecurring charge(s) will be computed to allow the Company to recover all costs (M) incurred by the Company for work performed prior to cancellation.

TABLE OF CONTENTS

N1.	INSIDE WIRE PRICING

- N2. BELLSOUTH MEMORYCALL SERVICE PRICING
- N3. (DELETED)
- N4. RESERVED FOR FUTURE USE
- N5. BUNDLES
- N6. SPECIAL BILLING SERVICES
- N7. RESERVED FOR FUTURE USE
- N8. LISTING SERVICES
- N9. RESERVED FOR FUTURE USE
- N10. (DELETED)
- N11. RESERVED FOR FUTURE USE
- N12. ACCOUNT CODES SERVICES
- N13. RESERVED FOR FUTURE USE
- N14. REVERSE SEARCH
- N106. OBSOLETE SERVICE OFFERINGS SPECIAL BILLING SERVICES
- N112. OBSOLETE SERVICE OFFERINGS ACCOUNT CODES SERVICES

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