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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
N8 Cont. (pg)	1	0001
G030	1	0001
G030	2	0001
G030	3	0001
G030	4	0001
G032	1	0003
G032	2	0003
G032	2.1	0004
G032	2.2	0003
G032	2.3	0003
G032	2.4	0003
G032	2.6	0003
G032	2.7	0003
G032	3	0002
G034	1	0002
G034	2	0002
G034	3	0002
G034	4	0002
G034	5	0002
G034	6	0002
G037	1	0002
G038	1	0004
G038	2	0003
G038	3	0002
G038	4	0001

G038	5	0001
G038	6	0001
G130	1	0001
G131	1	0001
G134	1	0004
G137	1	0001
G137	2	0001
G137	3	0001
G137	4	0001
G137	5	0001
G130 Cont. (pg)	1	0001
G131 Cont. (pg)	1	0001
G134 Cont. (pg)	1	0004
G137 Cont. (pg)	1	0001
G30 Cont. (pg)	1	0001
G32 Cont. (pg)	1	0003
G34 Cont. (pg)	1	0004
G38 Cont. (pg)	1	000

A30. EQUIPMENT FOR DISABLED CUSTOMERS

CONTENTS

A30.1 General	1	
A30.1.1 Terms and Conditions	1	(T
A30.2 Outright Sale Option	1	
A30.2.1 Terms and Conditions	1	(T
A30.2.2 Rates and Charges - For Outright Sale	2	
A30.3 Month-to-Month Option	3	
A30.3.1 Terms and Conditions	3	(T
A30.3.2 Rates and Charges - For the Month-to-Month Option	4	(T

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NC-16-0054 EFFECTIVE: October 24, 2016

A30. EQUIPMENT FOR DISABLED CUSTOMERS

A30.1 General

A30.1.1 Terms and Conditions

- A. Selected items of equipment will be offered by the Company for use in communications involving disabled customers. Equipment may be offered for outright sale and/or on a month-to-month basis as determined by the Company (see A30.2 and A30.3). All equipment is customer installable.
- **B.** Equipment offered under this Section is intended for use or for sale to subscribers or persons entitled to be subscribers of telecommunications services of *the Company*.
- C. Use of equipment provided by the Company with the telecommunications network is subject to Part 68 of the FCC Rules and Regulations
- **D.** Each item specified in A30 will be provided by the Company, contingent upon either the continued availability from the manufacturer or until superseded.

A30.2 Outright Sale Option

A30.2.1 Terms and Conditions

- **A.** The items listed following are offered for outright sale by the Company.
- **B.** Equipment provided on an outright sale basis will be shipped directly to the customer via common carrier. Shipping will be prepaid by the Company.
- C. A Service Charge is not applicable on orders for equipment sold outright. Service Charges are applicable, as required, for the associated exchange service.
- **D.** Title and risk of loss or damage passes to the customer upon delivery to the customer or the customer's agent. A warranty for each item of equipment is provided with each purchase.
- **E.** Payment of purchases may be made as follows:
 - 1. Cash in full at the time of purchase, or
 - 2. To qualifying customers:
 - a. Payment in full when billed on the customer's regular telephone bill, or
 - b. Payment in four equal consecutive installments. The first installment may be paid at the time of the purchase, or billed on the customer's regular telephone bill. Second and subsequent installments will be billed on the customer's regular telephone bill.
 - c. Payment on an installment basis other than as covered in b, as may be provided for a specific product (see A30.2.2).
- **F.** When service is terminated and not reestablished within the Company's operating area in the state, the remaining installment payments for equipment purchased on an outright sale basis under installment payment terms will be lump sum billed on the customer's final bill.
- **G.** Equipment purchased from the Company may be returned for full refund of the purchase price within 30 days from the date of purchase provided that it is undamaged, unused or unaltered. The amount of such refunds or exchanges will be equal to the purchase price paid by the customer excluding any shipping charges.
- H. Repair
 - 1. Repair of equipment within warranty period
 - a. Where initially defective equipment is returned within 30 days of the date of purchase, it will be replaced. All mailing costs will be paid by the Company.
 - b. After 30 days, defective equipment will be returned by the customer to the manufacturer at the customer's expense. Some equipment may not be repairable; in those cases the equipment will be replaced. After repair (or replacement) the equipment will be returned directly to the customer at the manufacturer's expense.
 - 2. Repair of equipment beyond the warranty period
 - a. Defective equipment which is repairable may be returned directly to the manufacturer at the customer's expense on a per occasion basis. When repaired, the equipment will be shipped directly to the customer at which time the repair charges will be collected by the manufacturer on a C.O.D. basis.

A30. EQUIPMENT FOR DISABLED CUSTOMERS

A30.2 Outright Sale Option (Cont'd)

A30.2.1 Terms and Conditions (Cont'd)

H. Repair (Cont'd)

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- 3. The following equipment is considered as repairable:
 - a. TDD # 200 (Obsoleted, See Section A130.)
 - b. TDD # 400 (Obsoleted, See Section A130.)
 - c. Walker Volume Control Handset
 - d. Walker Clarity Volume Control Telephone Set
 - e. Tel-Ease Telephone Set
 - f. UltraTec Telecommunications Device for Deaf (TDD) # 1000
 - g. RINGMAX Amplified Telephone Ringer
 - h. TELETALKER Enhanced Amplified Telephone
 - i. UltraTec Telecommunications Device for Deaf (TDD) #4225
 - j. UltraTec Telecommunications Device for Deaf (TDD) #4425
 - k. Remote Control Speakerphone
 - 1. Plantronic Headset
 - m. In-Line Amplifier

A30.2.2 Rates and Charges - For Outright Sale

	Price	USOC
A.	Volume Control Handsets For Hearing Impaired	
	1. One-time Payment	
	(a) Traditional type, each \$ 38.00	97PNT
	(b) Decorator type, each 38.00	97PDT
В.	UltraTec Telecommunications Device for Deaf (TDD)	
	1. One-time Payment	
	(a) TDD #1000 205.00	UTDAS
	(b) TDD #4225 366.00	UTDE1
	(c) TDD #4425 405.00	UTDF1
	2. Thirty-Six Month Installment Payment	(M2)
	(a) TDD #1000 7.25	UTDCS (M2)
	(b) TDD #4225 12.40	UTDE3 (M2)
	(c) TDD #4425	UTDF3 (M2)
<i>C</i> .	Visual Ring Signalers	(T)(M2)
	1. One-time Payment	(M2)
	(a) Acoustical type, each 73.50	SRHB1 (M2)
D.	Volume Control Handset For Speech Impaired	(T) (M2)
	1. One-time Payment	(M2)
	(a) Each 69.00	97PT1 (M2)
$\boldsymbol{E}.$	Tone Ringer	(T) (M2)
	1. One-time Payment	(M2)
	(a) Each 52.75	97EX2 (M2)
F.	Walker Volume Control Handset	(T) (M2)
- •	One-time Payment	(M2)
	-	
	(a) Each 58.48	WVC1S (M2)

Pages 2.1 and 2.2 are hereby deleted in their entirety and removed from this Guidebook

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M1 - Material previously appearing on this page now appears on page(s) 1 of this section.

M2 - Material appearing on this page previously appeared on page(s) 2.1 of this section.

A30. EQUIPMENT FOR DISABLED CUSTOMERS

A30.2 Outright Sale Option (Cont'd)

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A30.2.2 Rates and Charges - For Outright Sale (Cont'd)

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		Price	Per Month	USOC	
G.	Walker Clarity Volume Control Telephone Set				(T)(M1)
	1. One-time Payment				(M1)
	(a) Each		\$114.73	WCV1S	(M1)
Н.	Tel-Ease Telephone Set				(T) (M1)
	1. One-time Payment				(M1)
	(a) Each	\$ 84.13		TES1S	(M1)
I.	Shoulder Rest				(T) (M1)
	1. One-time Payment				(M1)
	(a) Each	18.45		SRSTE	(M1)
J.	RINGMAX - Amplified Telephone Ringer				(T) (M1)
	1. One-time Payment				(M1)
	(a) Each		36.75	ATRSX	(M1)
K.	TELETALKER - Enhanced Amplified Telephone				(T) (M1)
	1. One-time Payment				(M1)
	(a) Each	99.50	-	NATSX	(M1)
	2. Thirty-Six Month Installment Payment				(T) (M1)
7	(a) Each	-	3.25	NAT3S	(M1)
L.	Remote Control Speakerphone				(T) (M1)
	1. One-time Payment				(M1)
	(a) Each 2. Thirty-six Month Installment Payment	388.00	-	97PS1	(M1) (M1)
			12.00	07DC2	` ′
М.	(a) Each Plantronic Headset	-	13.00	97PS3	(M1)
171.	One-time Payment				(M1)
	•	76.50		97PH1	(M1)
	(a) Each 2. Thirty-six Month Installment Payment	70.30	•	9/1111	(M1) (M1)
	·		2.55	97PH3	
<i>N</i> .	(a) Each In-Line Amplifier	-	2.55	9/PH3	(T)(M1) (M1)
1₹•	One-time Payment				(M1)
	•	43.80		97PA1	
	(a) Each	43.00	-	9/FA1	(M1)

A30.3 Month-to-Month Option

A30.3.1 Terms and Conditions

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- **A.** Equipment provided on a month-to-month basis will be shipped directly to the customer via common carrier. Shipping will be prepaid by the Company.
- **B.** All returns of equipment provided on a month-to-month basis, including return for repair purposes, will be handled on a mail-in basis to a location designated by the Company. The customer will be provided with shipping material and will be given credit by the Company for the cost of shipping. In the case of defective equipment, a replacement will be shipped to the customer.
- C. The customer is responsible for the return of equipment when service is disconnected or exchanged for repair purposes, or when an applicant cancels a request for service. When service is transferred from one premises to another within the Company's operating area in the state, the customer may elect to transport said equipment to the new location, as an alternative.
- D. The Secondary Service Charge is applicable to establish billing for the month-to-month option.

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NC-16-0054 EFFECTIVE: October 24, 2016

A30. EQUIPMENT FOR DISABLED CUSTOMERS

A30.3 Month-to-Month Option (Cont'd)

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A30.3.2 Rates and	Charges -	. For the	Month-to	-Month Option	1

Monthly Rate **USOC** Volume Control Handsets For Hearing Impaired (M) 1. Rates (M) (a) \$.70 97P2L (M) Traditional type, each Decorator type, each .70 97P3L (M) (b) В. (Obsoleted, See Section A130.) (M) C. (Obsoleted, See Section A130.) (M) UltraTec Telecommunications Device for Deaf (TDD) (M) 1. Rates (M) (a) 7.70 **UTDAM** TDD #1000, each (M) 11.35 UTDEM (M) (b) TDD #4225, each TDD #4425, each 12.50 **UTDFM** (M) (c) Visual Ring Signalers (M) Rate 1. (M) 97P6L 3.15 (M) (a) Acoustical type, each Volume Control Handset For Speech Impaired (M) 1. Rate (M) 1.30 97P4L Traditional type, each (M) (a) G. Tone Ringer (M) 1. Rate (M) Each 2.20 97P8L (M) (a) Walker Volume Control Handset (M) Rate (M) (a) Each 1.85 WVC1M Walker Clarity Volume Control Telephone Set Rate 3.82 WCV1M (a) Each Tel-Ease Telephone Set Rate (a) 3.16 TES1M Each K. RINGMAX - Amplified Telephone Ringer 1. Rate 1.25 **ATRLX** (a) Each TELETALKER - Enhanced Amplified Telephone Rate (a) Each 2.15 NATLX M. Remote Control Speakerphone Rate 7.90 97PSX (a) Each Plantronic Headset Rate 14.85 **97PHX** (a) Each O. In-Line Amplifier 1. Rate **97PAM**

1.15

Each

(a)

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

CONTENTS

A32.1	Integration Plus Management Services (IPMS) Description	1	
A32.1.1	General	1	
A32.1.2	Integration Plus Management Services Terminal Interface	2.1	(T
A32.1.3	Customer Network Management (CNM) - FlexServ Service	2.2	
A32.1.4	Network Usage Information Service	3	(T)

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description

A32.1.1 General

A. Description

Integration Plus management services is a family of services that gives the customer the capability to integrate, monitor and manage network services provided by the Company via a terminal or workstation located on the customer's premises.

B. Specifications

Integration Plus management services will be available where facilities and technology permit.

C. Service Descriptions

INTEGRATION PLUS MANAGEMENT SERVICES TERMINAL INTERFACE (IPMSTI)

Integration Plus Management Services Terminal Interface provides the customer various means of access to Customer Network Management (CNM) - FlexServ service. The means include either dial, dedicated or web access and several categories within these methods.

CUSTOMER NETWORK MANAGEMENT (CNM) - FLEXSERV SERVICE

CNM - FlexServ service enables the customer to monitor and reconfigure his private line and DS1 level services without direct interaction with Company personnel.

NETWORK USAGE INFORMATION SERVICE

Network Usage Information Service is a service that collects customer-specific data and presents the information to the customer's premises. Network Usage Information Service functions include Station Message Detail - Premises and Traffic Reports.

Network Usage Information Service will act as the collector, integrator, and interface for circuit-switch usage data involving central offices in the Company's network. The data will be generated by customers using the Public Switched Network provided by the Company.

D. Payment Schedules

1. General

- a. Integration Plus management services offer the following payment periods:
 - Month-to-Month Payment Plan (One month option)
 - 24 to 48 Month Term Payment Plan
 - 49 to 72 Month Term Payment Plan¹
 - 73 to 96 Month Term Payment Plan¹
- b. IPMS customers may select variable payment periods under the Term Payment Plan.
- c. The monthly rate for IPMS is dependent upon the payment period selected by the customer.
- d. The monthly rates for IPMS under the Term Payment Plan for the periods of 24 to 48, 49 to 72 and 73 to 96 months are not subject to the Company initiated rate changes.

2. Expiration of Payment Period

- a. IPMS customers must upon the expiration of their payment period:
 - (1) Select a new payment period as offered in the current guidebook², or

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2) Revert to the current guidebook rates for the one month payment option if the customer does not select a new payment period.²

Note 1: Effective October 1, 2015, customers may not establish new term plans greater than 60 months, and existing term plans greater than 60 months may not be renewed or extended for a term greater

than 60 months.

Note 2: A Secondary Service Charge as specified in Section A4 will apply.

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Page 1.1 is hereby deleted in its entirety and removed from this Guidebook

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.1 General (Cont'd)

- **D.** Payment Schedules (Cont'd)
 - 2. Expiration of Payment Period (Cont'd)
 - b. An IPMS customer may at any time during the selected payment period re-subscribe for an equal or longer payment period at the current guidebook rates subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.
 - (2) The new payment period begins with the billing date following the date the new payment period is requested.
 - (3) No termination charge applies for the former payment period.
 - (4) A Secondary Service Charge as specified in Section A4 will apply.
 - (5) Selection of the new payment period must be from those currently available at the time of re-subscription.
 - c. An IPMS customer may at any time during his selected payment period resubscribe for a payment period, shorter in length than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.
 - (2) The new payment period begins with the date requested.
 - (3) A termination charge will be applied which represents fifty percent (50%) of the following: the remaining amount of the longer contract less the total amount of the shorter contract (difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract).
 - (4) A Secondary Service Charge as specified in Section A4 will apply.
 - (5) Selection of the new payment period must be from those currently available at the time of re-subscription.
 - 3. Termination Liability
 - a. The Termination Liability for IPMS is dependent upon the payment period selected by the customer.
 - (1) One Month Payment Plan There is no termination liability for this option other than the initial service period as specified in 1.
 - (2) Term Payment Plan Option fifty percent (50%) of the remaining amount due.
 - b. Dial Access customers under a Term Payment Plan may move to Web Access, without Termination Liability, if the new Web Access service is under an equivalent or longer Term Payment Plan. The Web Access nonrecurring charge will apply for such a move.
 - 4. Allowance for Interruptions
 - a. When service is interrupted due to a failure or malfunction of IPMS, a pro rata adjustment of the appropriate IPMS monthly charges will be allowed at the request of the subscriber if the total system is unavailable for more than a twenty-four hour period and in accordance with the *terms and conditions* specified in Section A2.
 - b. No allowances will be granted for interruptions required to perform preventive or routine maintenance, or to perform software updates when the customer is notified at least twenty-four hours prior to such occurrences.
 - 5. Suspension of service is not allowed.

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A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.2 Integration Plus Management Services Terminal Interface

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Terms and Conditions

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General

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The Integration Plus Management Services Terminal Interface chosen is utilized with either a switched service, a private line service or a web access service as a means of accessing FlexServ service (IPMSTI may only be used with FlexServ service). If the customer is located outside a local calling area, he must obtain any required switched service from the Company or from another provider. If the customer desires to access an IPMS function via private line, he must purchase a private line from the appropriate guidebook or from another service provider if his company location is outside a LATA served by the Company. If the customer desires to access an IPMS function via the web, the customer may utilize a personal computer that has a standard web browser. Switched services and private line service used as a means of accessing FlexServ service have been obsoleted (see Section A32.1.2A.3).

2. Availability of Access

Access to IPMS is furnished only in serving wire centers where facilities are available.

3. Requirements for Access

a. Management Terminal Interface - Dial Access¹

The customer must provide a switched (dial) access capability with asynchronous protocol from the customer's terminal location to the designated Company location. Customers, who subscribe to a dial method of access, will be given a telephone number to dial, which will establish a port connection.

b. Security Card¹

Dial or web access customers must also order a Security Card. This card provides the customer a unique password identification code, which will electronically change periodically. Should the customer require additional cards for reasons such as additional users or lost or damaged card, a nonrecurring charge specified in 4 will apply for the initial and each additional card requested.

If the customer has purchased a Security Card in conjunction with another feature or service offered by the Company, that Security Card may also be used in conjunction with CNM - FlexServ service. It is the customer's responsibility to notify the Company of an existing Security Card so the Company can ensure that the card is validated for multiple features and/or services.

c. Management Terminal Interface - Web Access

The customer must provide a personal computer (pc) that has a standard web browser. The customer will be provided a web address to establish a port connection to CNM - FlexServ service.

d. Management Terminal Interface - Dedicated Access¹

The customer must purchase a private line from the appropriate guidebook for access to CNM - FlexServ service from the customer's terminal location to the designated Company location. The type of dedicated access required will depend on the type of access desired.

e. Other Requirements¹

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In addition to either purchasing a dial access or a private line, the customer will be required to furnish a VT100 type terminal and a compatible data set. The data set required will depend on the type of access chosen by the customer and the capability for connection with the Company. CPE must comply with specifications found in BellSouth Technical Reference Publication 73535 for Corporate Packet Network Asynchronous Terminal Access (8/89) and BellSouth Technical Reference Publication 73516 Issue C, Corporate Packet Network Physical Interface Specifications (9/91). These publications are available from the Information Exchange Manager, AT&T, SUP40 Southern Bell Center, 675 W. Peachtree St., N.E., Atlanta, Georgia 30375.

Note 1: Obsoleted 6-23-08, Type 4; not available for new installations, moves or transfers. Existing customers may continue to utilize existing Dial or Dedicated Access arrangements.

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.3 Customer Network Management (CNM) - FlexServ Service

A. Terms and Conditions

1. Basic CNM - FlexServ Service

The basic service includes monitoring and reconfiguration of the customer's private line and local exchange services equipped with CNM - FlexServ service.

Monitoring consists of unsolicited signals of major and minor facility alarms. These alarms include carrier group alarms, out of service alarms, bit error rate, bipolar violations, slip errors, errored seconds, out-of-frame alarms and invalid connections. Invalid connections are connections between special access services with incompatible signals or between services without CNM - FlexServ service. Customer requests for such connections will be denied. The Company shall not be responsible for service interruptions, troubles, loss of customer data, or any other losses resulting from attempted invalid connections.

Reconfiguration provides the customer with the ability to direct the Company to connect or disconnect circuits equipped with CNM - FlexServ service options to or from others of like kind at a central office or central offices where the customer has purchased CNM - FlexServ service. Such connections and disconnections may be performed immediately or at a future time prescribed by the customer and are performed without direct interaction by Company personnel.

The customer is responsible for providing the terminal equipment required for access to CNM - FlexServ service.

The customer may transmit reconfiguration directions to or receive monitoring information from the Company over a switched (dial) service, a private line service or a web access service. There are several types of access to the service listed in A32.1.2 from which the customer may choose. Each CNM - FlexServ service customer must purchase at least one type of access.

With the customer's initial order for basic CNM - FlexServ service, the Company provides the capability for one connection to the Company for the communication of monitoring and reconfiguration signals. This capability is referred to in this Guidebook as access to CNM - FlexServ service or "User Access". One customer identification code with password security is included with such access.

With the customer's initial order, the Company provides one customer training class for up to five (5) persons. The class length of this initial training is two consecutive eight hour days. These training classes are conducted at a designated Company location. Transportation, lodging and food for the attendees will be the responsibility of the customer. If the customer desires for the initial training to be conducted on his premises, then the customer is responsible for the transportation, lodging, and food for the trainer. In addition, the customer is responsible for having the appropriate equipment on his premises.

Reconfiguration and monitoring are not available during the performance of routine maintenance of the Company's facilities and equipment used to provide CNM - FlexServ service.

Different switching options may be available in the same central office. If customers desire more than one switching option in the same central office and facilities are available, a channel connection is required for each CNM - FlexServ service switching option connected.

The *terms*, *conditions* and rates specified herein are in addition to the applicable *terms*, *conditions* and rates specified in other sections of this Guidebook.

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A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.3 Customer Network Management (CNM) - FlexServ Service (Cont'd)

- A. Terms and Conditions (Cont'd)
 - 2. Customer Circuits

There are four (4) types of channel connections which can be connected to CNM - FlexServ service - DS0 (Single channel), DS1 (1.544 Mbps) digital circuits, SMARTRing service and STS-1 (51.84Mbps) digital circuits.

DS0 Channel Connections - There are two types of DS0 channel connections - Voice Grade type and Digital type. Both types of DS0 connections will be switched at a DS0 level.

DS1 Channel Connections - There are two types of connections available for a customer desiring to terminate a DS1 circuit - DS0 switching and DS1 switching. For example, if a customer needs to be able to monitor or reconfigure the twenty-four DS0 circuits riding on the DS1 channel, then the customer would purchase a DS1 channel connection with DS0 switching. If the customer does not need access to the individual DS0 circuits, then the customer would purchase a DS1 channel connection with DS1 switching.

SMARTRing service Channel Connections - CNM - FlexServ service is available only with OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service. There are two options available for SMARTRing service channel connections - Surveillance and Reconfiguration. Surveillance allows the customer to monitor the ring and retrieve performance monitoring data. Surveillance will be ordered on a per SMARTRing node basis. Customers who order Surveillance must order it for all nodes on the ring. Reconfiguration will allow the customer to reconfigure circuits associated with SMARTRing service channel interfaces and must be ordered on a per interface basis. Customers who order Reconfiguration must already be subscribing to Surveillance or be ordering Surveillance coincident with Reconfiguration. Reconfiguration may not be ordered without Surveillance. Within each STS-1 group, all activated interfaces must be optioned the same (either all Surveillance only or all Surveillance and Reconfiguration). A Service Establishment Charge for new customer account setup applies as well as a charge for a Security Card, which is required for web access of the Management Terminal Interface.

CNM - FlexServ service is available on the following SMARTRing service Overlay Ring Arrangements: (S=Surveillance and R=Reconfiguration)

OVERLAYING SMARTRing Service	HOST SMARTRing Service									
	OC	-12	OC	-48	OC-	-48+	OC-	-192	OC-	192+
	S	R	S	R	S	R	S	R	S	R
OC-3	X	X	X	X	X	X	X	X	X	X
OC-3+			X	X	X	X	X	X	X	X
OC-12			X	X	X	X	X	X	X	X
OC-48							X	X	X	X

On an Overlay Ring arrangement, Surveillance must be ordered for each node on both the host ring and the overlay ring.

3. Maintenance

Due to the nature of CNM - FlexServ service it may be necessary to perform preventive maintenance on the system. This will mean that the CNM - FlexServ service controller will be unavailable for circuit reconfiguration during these periods of time when maintenance is being performed. Any circuits which are working will continue in operation, only the reconfiguration capability will not be usable. It may also be necessary to periodically take the CNM - FlexServ service system out of service for software updates and other maintenance. In these cases the customers will be notified in advance as to the time and duration of these outages.

4. Service Availability

CNM - FlexServ service is furnished only in serving wire centers where facilities are available.

5. Local and Interoffice Channels

The Local and Interoffice Channels which are terminated into CNM - FlexServ service are provided out of this Guidebook and the Private Line Guidebook, and are subject to all *terms*, *conditions* and charges contained in their respective guidebooks in addition to those contained herein.

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A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.3 Customer Network Management (CNM) - FlexServ Service (Cont'd)

B. Definitions

CHANNEL

A channel is a dedicated or switched service purchased from the appropriate Guidebook and terminated on the CNM - FlexServ service reconfiguration equipment. It is the communications path that the CNM - FlexServ service reconfiguration equipment cross connects to another communications path.

DS0

"DS0" refers to a North American hierarchy of Digital Signal levels. It means Digital Signal level 0 which is a 64 Kbps signal. The required D4 format is found in BellSouth Technical Reference 73501. A copy may be obtained by writing *AT&T*, Documentation Operations, 3535 Colonnade Parkway, North Building, Birmingham, Alabama 35243.

DS1

"DS1" refers to a North American hierarchy of Digital Signal levels. It means Digital Signal level 1 which is a 1.544 Mbps signal. The required D4 format is found in BellSouth Technical Reference 73501. A copy may be obtained by writing *AT&T*, Documentation Operations, 3535 Colonnade Parkway, North Building, Birmingham, Alabama 35243.

C. Options

- 1. Additional Concurrent User Access: This option provides the customer the ability to establish additional concurrent connections to the Company for the communication of monitoring and reconfiguration signals. One additional customer identification code is provided with each additional User Access. For each Additional Concurrent User Access ordered, the customer must also order an additional Management Terminal Interface from A32.1.2.
- 2. Additional User Identification Codes: This option provides customer identification codes in addition to that provided with each User Access. If the customer has ordered a Dial or Web Interface, then the customer must also order an additional Security Card from A32.1.2.
- 3. Additional Customer Training: This option provides one eight hour day of customer training in addition to that included with basic CNM FlexServ service. These training classes are conducted at a designated Company location. Transportation, lodging and food for the attendees will be the responsibility of the customer. If the customer desires the additional training be provided on the customer's premises, then the customer will provide transportation, lodging, and food for the trainer.
- 4. Multipoint Bridging: Multipoint Bridging is a capability which permits the cross connection of multiple channels equipped with CNM FlexServ service.
 - a. Multipoint Bridging, sometimes referred to as "DMB", is an option on voice grade service that allows the customer the capability to perform reconfigurations that cross-connect or bridge three or more channels in the CNM - FlexServ service arrangement into one conferencing arrangement.
 - b. Multipoint Junction Unit option gives the customer the ability to bridge one master and four patron legs for use with SynchroNet service. If more than one MJU is required, one of the four patron legs must be used to connect to the master leg of another MJU. The customer is responsible for this connection. The MJU feature is only offered in a unit of five channel connections (one master and 4 legs).
- 5. Sub-rate Reconfiguration Capability is an option that provides the customer the ability to control all ports of a sub-rate multiplexer within a CNM FlexServ service arrangement. This control includes both the DS0B channel and DS0A legs. The speeds for sub-rates are 2.4, 4.8, and 9.6 Kbps (does not include 19.2 Kbps). The customer has the responsibility to establish a sub-rate system using previously acquired DS0 ports.
- 6. Reconfigurations by Company Personnel: The customer may request that Company personnel perform reconfigurations that the customer would otherwise perform without the direct interaction with Company personnel.

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A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.3 Customer Network Management (CNM) - FlexServ Service (Cont'd)

- **D.** Rate Element Description (Cont'd)
 - Rates and Charges (Cont'd)

c.	CNI		SMARTR	ling	Service	Channel	Installation Charge	Month to Month	24 to 48 Months	49 to 72 ¹ Months	73 to 96 ¹ Months	USOC
		nectio			a .:							
	(1)		ARTRing Ser					# 40.00	#26.00	#24.00	#22.00	CHAICAI
		(a)	Surveillanc 3+, OC-12		r Node, (OC-3, OC-	-	\$40.00	\$36.80	\$34.00	\$32.00	SHNSN
		(b)	Surveilland 48+	ce, Pe	r Node, O	C-48, OC-	-	80.00	75.00	70.00	65.00	SHNS4
		(c)	Surveilland OC-192+	ce, P	er Node,	OC- 192,	-	120.00	110.00	100.00	95.00	SHNS9
		(d)	Reconfigur Central O DS1, DS3,	ffice	Channel	Interface,	\$15.00	5.00	4.50	4.00	3.50	SHNRC
		(e)	Reconfigur Central O OC-48	ration	, Per Cu	istomer or	15.00	5.00	4.50	4.00	3.50	SHNRC
		(f)	Reconfigur Central Of Mbps, 100 Fractional	fice (Channel In ps, 1000	terface, 10	15.00	5.00	4.50	4.00	3.50	SHNRO
		(g)	Service Es	stablis	shment C		250.00	-	-	-	-	SHNTD
	(2)	(h) STS	Security C	ard, p	er card		200.00	-	-	-	-	SHNTC
d.	CNN	(a) M - Fle	VT1.5 swit xServ Servic			-1 channel	250.00	375.00	345.00	320.00	300.00	DSL5X
	(1)	Addi	tional Concu	rrent	User Acce	ess						
		(a)	Per Additio	onal C	Concurrent	User Acce	SS 125.00	63.00	60.00	57.00	54.00	FSSFU
									Nonrec Cha	_		
	(2)	Addi	tional User I	denti	fication Co	odes						
	(3)	(a) Addi	Per Additional Custon			fication Co	de		\$ 3	.00		FSSFA
		(a)	ote 1: E	ffecti	ve Octobe	er 1, 2015,	itial installatior customers may ater than 60 mo	not establ		m plans gr		

than 60 months.

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.3 Customer Network Management (CNM) - FlexServ Service (Cont'd)

- D. Rate Element Description (Cont'd)
 - Rates and Charges (Cont'd)
 - d. CNM FlexServ Service Options (Cont'd)

					Installation	Month to	24 to 48	49 to 72 ¹	73 to 96 ¹		
					Charge	Month	Months	Months	Months	USOC	
(4)	Mult	ipoint Bridgin	g		9						(M1)
	(a)	Voice Grad	e Conn	ections	\$20.00	\$3.90	\$3.50	\$3.40	\$3.30	FSSFM	(M1)
		Per bridging	leg								
	(b)	Multipoint	Junction	Unit	15.00	5.15	4.75	4.25	4.00	FSSFJ	(M1)
		Per 2.4, 4.8,	9.6 or 5	6 Kbps							
		channel conn	ection ²								
	(c)	Multipoint	Junction	Unit	15.00	9.45	8.90	8.40	7.90	FSSF9	(M1)
		Per 19.2	Kbps c	channel							
		connection ²									
(5)	Sub-r	rate Reconfigu	ration Ca	apabilit	У						(M1)
	(a)	Per DS0 Equ	ipped (E	SOB)	45.00	-	-	-	-	DSLSB	(M1)
	(b)	Per DS0A	9.6	Kbps,	5.00	7.75	7.00	6.60	6.20	DSLS9	(M1)
		requires 5									
	(c)	Per DS0A	4.8	Kbps,	5.00	7.30	6.70	6.20	5.85	DSLS4	(M1)
		requires 10									
	(d)	Per DS0A	2.4	Kbps,	5.00	6.90	6.35	5.90	5.50	DSLS2	(M1)
		requires 20									

(6) Reconfiguration by Company Personnel, Request for Company to perform reconfiguration activity

		Nonrecurring		
(a) Per Req	juest	Charge \$25.00	USOC FSSRA	
Note 1:	Effective October 1, 2015, customers may not establish new term pla and existing term plans greater than 60 months may not be renewed or than 60 months.	C	,	(M1)
Note 2:	One unit contains 5 connections so must purchase in groups of 5.			(M1)
				(M2)

A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)

A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

A32.1.4 Network Usage Information Service

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A. Terms and Conditions

(T)

1. The rates in C are in addition to all other applicable rates required to provide these services.

- (T)(M)
- The Secondary Service Charge in Section A4 is applicable in addition to other rates and charges identified for this service.
- (M)

- 3. Network Usage Information Service will be available where facilities and technology permit.
- 4. Where applicable, the customer is responsible for providing compatible premises equipment and software.
- 5. One Traffic Report per system may be provided each customer annually at no charge. Charges are applicable for all Traffic Reports provided beyond the first report per facility group on an annual basis (Service Establishment Charge and Port Connection Charge are not applicable). This applies to reports requested by the customer, reports requested by the Sales Office on behalf of the customer, and reports conducted for the benefit of the Sales Office with customer concurrence. Traffic Reports are provided on request on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities.
- 6. Suspension of service is not allowed.
- 7. During collection or distribution of the customer's SMDR or Traffic Data, if data is destroyed, the Company shall not be liable, directly or indirectly, for damages, unless caused by the negligence of the Company in failing to maintain reasonable standards of maintenance and inspection to exercise reasonable supervision.
- 8. Customer billing for the usage plans as outlined in C.5 will be determined on a monthly basis.

(T)

B. Definitions

OUT DIAL/SHARED PORT CONNECTION

Out Dial/Shared Connection enables the processor to dial the customer via a shared port and down load the data to a software/hardware platform on the customer's premises.

DEDICATED PORT CONNECTION

Dedicated Port Connection is a dedicated port on the Network Usage Information Service processor that provides service to the customer's premises on a dedicated Private Line.

STATION MESSAGE DETAIL - PREMISES

Station Message Detail - Premises refers to the function that provides ESSX service, Digital ESSX service, MultiServ service, MultiServ PLUS service, BellSouth Centrex service, Electronic Tandem Switching service, and Digital Electronic Tandem Switching service call record detail data to the customer's premises.

TRAFFIC REPORTS

Traffic Reports refers to the function that provides periodic reports of usage measurements and peg measurements for Network Access Registers (NARs), Special Facilities Groups, Trunk Groups and Multiline Hunt Groups.

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

CONTENTS

A34.1	Service Management System (SMS) Storage	1
A34.1	.1 Description of Service	1
A34.1	.2 Definitions	1
A34.1	.3 Terms and Conditions	1 (T
A34.1	.4 Application of Rates	1
A34.1	.5 Rates and Charges	1
A34.2	(DELETED)	1
A34.3	(DELETED)	I
A34.4	(DELETED)	I
A34.5	CrisisLink Service	2 (T
A34.5	.1 General	2 (T
A34.5	2.2 Definitions	3 (T
A34.5	3.3 Terms and Conditions	3 (T
A34.5	.4 Limitation of Liability	4 (T
A34.5	5.5 Restrictions	4 (T
A34.5	6.6 Rates and Charges	5 (T
A34.6	Reserved for Future Use	6 (T
A34.7	Reserved for Future Use	6 (T
A34.8	Reserved for Future Use	6 (T

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

A34.1 Service Management System (SMS) Storage

A34.1.1 Description of Service

A. Service Management System (SMS) Storage is used for storing subscription versions of data for Advanced Intelligent Network (AIN) services. Subscription versions of data refer to the various configurations created by the Company as requested by a subscriber for the subscriber's needed application(s). Multiple configurations of subscription data may be kept on file in SMS Storage and may be activated or changed by customer request.

A34.1.2 Definitions

ADVANCED INTELLIGENT NETWORK (AIN)

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

SERVICE MANAGEMENT SYSTEM

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

A34.1.3 Terms and Conditions

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(T)

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

A34.1.4 Application of Rates

A. Storage charges apply to the amount of storage, measured in units of 100 Kbytes¹, occupied by a customer's files in the SMS. Storage will be measured on a calendar month and charges for the month will be based on the customer's highest level of storage during the month. For purposes of billing, a partial unit of storage will be rounded up to the nearest unit.

A34.1.5 Rates and Charges

- A. Rate Elements
 - 1. Storage

(a) Per Unit Charge USOC \$1.00 NA

A34.2 (DELETED)

A34.3 (DELETED) (M)

A34.4 (DELETED) (M)

Note 1: A Kbyte is equal to 1024 bytes.

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

A34.5	CrisisLink Service	(T)(M)
A34.	5.1 General	(M)
Α.	CrisisLink service allows the subscriber to establish predetermined alternate routing plans for incoming voice and data traffic. CrisisLink service can be used as a disaster recovery service. The alternate routing plan is created by the subscriber working with a Company representative at the time the CrisisLink service is established. The subscriber's alternate routing plan may:	(T)(M)
	- Route incoming calls to an announcement	(M)
	- Route incoming calls to a single Backup Number	(M)
	- Route incoming calls to multiple Backup Numbers according to subscriber-defined percentage allocation	(M)
	- Route incoming calls to either an announcement or a Backup Number on a percentage basis	(M)
	The plan is then loaded into the AIN Service Management System (SMS) where it remains dormant until activated.	(M)
	The CrisisLink subscriber must contact the Company to activate the alternate routing plan. This will route traffic to numbers preselected by the CrisisLink subscriber.	(T)(M)
	The CrisisLink subscriber may make changes to the routing plan at the time activation is requested. The subscriber may change the numbers to which the calls are to be routed and the percentages of calls to be routed to other numbers. The subscriber cannot request activation on additional numbers to be redirected at that time.	(T)(M)
	In order to restore the original call routing, the subscriber must contact the Company to deactivate the alternate routing plan. Any changes made to the routing plan at the time the plan was activated will not be retained.	(M)
	The plan may be updated and changed on a permanent basis by the CrisisLink subscriber at any time that the plan is not activated.	(T)(M)
В.	The subscriber must establish a CrisisLink routing plan for each location included in his serving arrangement for which traffic is to be rerouted.	(T)(M)
C.	CrisisLink test call capability allows a subscriber, whose CrisisLink routing plan has been activated, to place a call to test the operation of the subscriber's normal service. In this manner, the subscriber may test his facilities before initiating recovery.	(T)(M)
D.	The CrisisLink subscriber is required to specify a Callback Number and Verification Party Name(s) which will be used by the Company representative receiving a request to activate, deactivate, or modify a subscriber's CrisisLink service to verify a request.	(T)(M)

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

		(M1)
A34.5	CrisisLink Service	(T)(M2)
A34.	5.2 Definitions	(M2)
	ARRANGEMENT A CrisisLink serving arrangement consists of one or more routing plans that have been identified by the subscriber.	(M2) (T)(M2)
	ROUTING PLAN A CrisisLink routing plan is the alternate call routing plan established by the subscriber that can be activated at the subscriber's request.	(M2) (T)(M2)
	REDIRECTED NUMBER A redirected number is any subscriber number included in the CrisisLink plan for which incoming calls will be rerouted when the plan is activated.	(M2) (T)(M2) (M2)
A34.	5.3 Terms and Conditions	(T)(M2)
A.	CrisisLink service is available where facilities or arrangements permit.	(T)(M2)
В.	A subscriber may identify up to three (3) Backup Numbers for each CrisisLink service plan.	(T)(M2)
С.	During a CrisisLink activation, a subscriber may request the following changes to his routing plan and these changes will be performed at no additional charge:	(T)(M2)
	- Change Backup Numbers	(M2)
	- Add Backup Numbers up to a total of three	(M2)
	- Turn test call capability on or off	(M2)
	- Rearrange the distribution of calls	(M2)
D.	Limitations and us e of service as stated in Section A2 will apply.	(T)(M2)
Е.	Toll charges or switched access charges will apply for each call rerouted to a subscriber location not included in the same local calling area as the original subscriber location.	(M2)
F.	The CrisisLink subscriber must identify an Interexchange Carrier (IC) for any traffic routed to an out of LATA location.	(T)(M2)
G.	Suspension of Service as covered in Section A2 is not applicable for this service.	(T)(M2)
Н.	A twelve month minimum service period is required. Subscribers who prematurely disconnect will incur termination charges.	(M2)
I.	A maximum of ten (10) Redirected Numbers can be included in a CrisisLink plan. The subscriber may establish multiple plans per location if more than ten Redirected Numbers are required for the subscriber's arrangement at a location.	(T)(M2)
J.	Each of the CrisisLink subscriber's Redirected Numbers must reside in a Company central office.	(T)(M2)
K.	The CrisisLink subscriber must subscribe to adequate exchange facilities to transport the calls routed to the alternate routing locations.	(T)(M2)
L.	The activated CrisisLink service will remain active until the CrisisLink subscriber requests to have original call routing restored.	(T)(M2)

A34.5.5 Restrictions

NC-16-0054 EFFECTIVE: October 24, 2016

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

A34.5 CrisisLink Service (Cont'd)

(T)(M)

A34.5.4 Limitation of Liability

(M) (T)(M)

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

(T)(M)

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

(T)(M)

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

A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

A34.5 CrisisLink Service (Cont'd) (T)(M)A34.5.6 Rates and Charges (M) A. Application of Rates (M) The CrisisLink service Nonrecurring Charge and Monthly Rate apply for each CrisisLink plan established by the (T)(M) subscriber. The charges for the First Plan will apply for the first plan established per subscriber location. The charges for Each Additional Plan will apply for all other plans established per subscriber location. One Redirected Number per plan is included in these charges. A volume discount may apply to CrisisLink service subscribers with multiple locations. This volume discount will apply (T)(M)to the CrisisLink service Nonrecurring Charge for the First Plan, for each location where CrisisLink service is established, if the subscriber signs a contract to commit to a specific number of locations. A non-36-month contract CrisisLink service subscriber will be allowed a grace period of 6 months to attain the committed number of locations; a

will apply to the Nonrecurring Charge paid for subscriber locations previously activated.

3. The CrisisLink Redirected Number Nonrecurring Charge and Monthly Rate apply for each additional Redirected (T)(M) Number included in a routing plan.

36-month contract CrisisLink service subscriber will be allowed a grace period of 12 months. If the contracted number of locations is not realized, the subscriber will be required to pay the appropriate Nonrecurring Charge for the number of locations provisioned with CrisisLink service. Also, if a CrisisLink service subscriber commits to a specific number of locations, and later commits to an additional number of locations which results in a lower Nonrecurring Charge, no credit

- 4. A discounted monthly rate per CrisisLink Plan and per Redirected Number may apply if the subscriber signs a 36-month contract for the service. Contract-rate subscribers who terminate prior to the expiration of the 36-month contract period will incur termination charges. Termination charges will be calculated by multiplying the number of plans by 50 percent of the contracted rate per plan times the number of months remaining in the 36-month contract.
- 5. The Plan Update Charge applies to subscriber-initiated changes to a plan. This charge does not apply to changes that are allowed during the time a plan is active.
- 6. The CrisisLink Per-Call charge applies to each call rerouted during the time the alternate routing plan is active. (M)
- 7. Charges in Section A4 of this will not apply. (T)(M)

Page 5.1 is hereby deleted in its entirety and removed from this Guidebook

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A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES A34.5 CrisisLink Service (Cont'd) (T)(M) A34.5.6 Rates and Charges (Cont'd) (M) B. Rates (M) Nonrecurring Monthly 36-Month¹ **USOC** Charge Rate Rate CrisisLink service, per subscriber location (M) (a) First Plan \$750.00 \$85.00 \$65.00 CLSEX (M) CrisisLink service Volume Discounts, per subscriber (M) location, per First Plan² (a) 21 - 40 subscriber locations 675.00 85.00 65.00 CLSVA (M) 600.00 85.00 65.00 CLSVB (b) 41 - 100 subscriber locations (M) 500.00 85.00 65.00 CLSVC (c) More than 100 subscriber locations (M) 3. CrisisLink service, per subscriber location (M) 450.00 85.00 65.00 CLSCX (M) (a) Each Additional Plan CrisisLink Redirected Number (M) 15.00 7..00 5.00 CLSTA (a) Each additional Redirected Number (M) 5. Plan Update (M) 170.00 CLSPX (a) Per Plan (M) Per Call (M) Rate \$.10 NA (a) Each (M) A34.6 Reserved for Future Use (M) A34.7 Reserved for Future Use (M) A34.8 Reserved for Future Use (M) Note 1: Application of these rates requires a 36-month contract for the service. (M) Note 2: Application of these rates requires a signed commitment from the subscriber. (M)

Pages 6.1 through 13 are hereby deleted in their entirety and removed from this Guidebook.

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A37. BILLING AND COLLECTION SERVICES

A37.1 Bill Processing Service (Obsoleted, See Section A137.1)

Pages 1.1 through 3 are hereby deleted in their entirety and removed from this Guidebook

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A38. LISTING SERVICES

CONTENTS

A38.1	Reserved for Future Use	1	(T)(M
A38.2	Reserved for Future Use	3	
A38.3	Location Identification Database Service (LIDS) – E911	3	(T
A38.	3.1 Description of Service	3	(T
A38.	3.2 Terms and Conditions	3	(T
A38.	3.3 Rates and Charges	4	
Δ38 4	Reserved for Future Use	5	(T)(M

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	
		(M1)
A38.2	Reserved for Future Use	(M2)
A38.3	Location Identification Database Service - E911	(M2)
A38.	3.1 Description of Service	(M2)
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 to the 911 database is provided to affiliated and non-affiliated entities solely for the purpose of providing E911 services. Such access shall only be provided for information that is relevant to subscribers within the jurisdiction of the local county or Public Safety Answering Point (PSAPs) that has requested 911 service from the affiliated or non-affiliated entity.	(M2)
В.	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.	(T)(M2)
A38.	3.2 Terms and Conditions	(T)(M2)
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.	(T)(M2)
В.	Vendors, agencies or local exchange companies requesting this service must meet the current network standards.	(M2)
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 <i>Guidebook</i> 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 <i>Guidebook</i> .	(T)(M2)
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 <i>terms and conditions</i> 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.	(T)(M2)
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.	(M2)
F.	The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying Location Identification Database Service -E 911 or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company.	(M2)
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.	(M2)
Н.	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.D.	(T)(M2)

A38. LISTING SERVICES

(M1)

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

A38.3.3 Rates and Charges

					Nonrecurring Charge	Monthly Rate	USOC	
A.	Loc	ation Identifica	tion Datab	ase Service-E911				
	1.	Initial load or	r subsequer	nt reload				
	2.	(a) Access Recor	Per load	l/reload	\$9,500.00		AL1SS	
		(a)	Per 1.00	00 access records in each E911 jurisdiction ¹		\$48.00	AL1MU	
B.	Can	cellation Fees ²	,	3				(M2)
	1.	Prior to sched	duled deliv	ery of initial database file				(M2)
		(a)	Per can	cellation	-		AL1CC	(M2)
	Note 1: Rounded to the next 1,000 access records. A count of access records will be conducted a end of each calendar year to reflect the current total, with the applicable twelve month p being the twelve months ending each calendar year, and each subscriber's billing wi adjusted accordingly, up or down.			onth period	(M2)			
			Note 2:	The nonrecurring cancellation fee will be 75 perc. The <i>terms and conditions</i> set forth in A24.1.2.Q sl		ing charges sl	nown in A.	(T)(M2)

Page 4.1 is hereby deleted in its entirety and removed from this Guidebook

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A38. LISTING SERVICES

A38.4 Reserved for Future Use

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A38. LISTING SERVICES

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

(T)(M)

A130. OBSOLETE SERVICE OFFERINGS - EQUIPMENT FOR DISABLED CUSTOMERS

CONTENTS

A130.1	Reserved for Future Use	1	
A130.2	Outright Sale Option	1	
A130.2.1	Terms and Conditions	1	(T)
A130.3	Month-to-Month Option	1	
A130.3.1	Reserved for Future Use	1	
A130 3 2	Rates and Charges - For the Month-to-Month Ontion	1	

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NC-16-0054 EFFECTIVE: October 24, 2016

A130. OBSOLETE SERVICE OFFERINGS - EQUIPMENT FOR DISABLED CUSTOMERS A130.1 Reserved for Future Use

A130.2 Outright Sale Option

A130.2.1 Terms and Conditions

Obsoleted 09-20-95, Type 3 - No longer manufactured. Maintenance of Type 3 offerings will be provided as long as replacement parts are available from existing stock.

- A. Repair
 - 1. The following equipment is considered as repairable:
 - a. UltraTec Telecommunications Device for Deaf (TDD) #200
 - b. UltraTec Telecommunications Device for Deaf (TDD) #400

A130.3 Month-to-Month Option

A130.3.1 Reserved for Future Use

A130.3.2 Rates and Charges - For the Month-to-Month Option

A. (DELETED)

		Nonrecurring Monthly	
В.	UltraTec Telecommunications Device for Deaf (TDD) #400 (Obsoleted September 20, 1995, Type 3)	Charge Rate	USOC
C.	1. Rates (a) Each UltraTec Telecommunications Device for Deaf (TDD) #200 (Obsoleted September 20, 1995, Type 3)	- \$12.52	UTD1M
	1. Rates (a) Each	- 11.36	UTD2M

A131. OBSOLETE SERVICE OFFERINGS - MULTI-LOCATION BUSINESS SERVICE (MLBS)

CONTENTS

A131.1	Reserved for Future Use	1	
A131.2	Area Communication Service (ACS)	1	
A131.2.1	General	1	
A131.2.2	Terms and Conditions	1	(T)
A131.2.3	Definitions	1	
A131.2.4	Rates and Charges	1	

A131. OBSOLETE SERVICE OFFERINGE - MULTI-LOCATION BUSINESS SERVICE (MLBS)

A131.1 Reserved for Future Use

A131.2 Area Communication Service (ACS)

A131.2.1 General

A. Service Description

- 1. Area Communication Service (ACS) is an arrangement that provides calling, with abbreviated dialing, from an ESSX service system for a single customer. ACS allows users in one ESSX service system to dial four or five digits to reach users in the other destinations included in the ACS arrangement. The calls can be local or toll. The customer may subscribe to ESSX service at the other locations, but it is not required.
- 2. The only function ACS offers to ESSX service customers is abbreviated dialing to the other selected locations.

A131.2.2 Terms and Conditions

A. Service Specifications

- 1. ACS will allow four or five digit dialing on a system basis to the customer's distant number range. ACS will prefix any Access Code (if required), Home (HNPA) or Foreign Numbering Plan Area (FNPA) (if required), and NXX dialed by the customer before routing to the distant location.
- 2. For each ACS destination, customers must specify the number of other destinations to be called via ACS and the quantity of voice paths (terminations required) to each of those other destinations.
- 3. The four or five digit abbreviated dialing ranges cannot be duplicated at any other ACS location or destination.
- 4. ESSX service customer groups (Digital) or common blocks (Analog) are required at each serving central office at which ACS is provided.
- 5. ACS will be offered only where facilities permit.
- 6. IntraLATA toll calls will be charged MTS rates. InterLATA toll calls will be routed to the IC to which the customer has presubscribed.

A131.2.3 Definitions

A. Features

Abbreviated dialing is the only feature offered by ACS.

A131.2.4 Rates and Charges

A. General

ACS rates and charges are in addition to those incurred for normal service order activity.

B. Features

1.	Service Establishment	Nonrecurring Charge	Month To Month	36 Months	60 Months	84 Months	USOC	
2.	 (a) Per ESSX service system (b) Per destination (c) Each termination¹ Change of ACS Existing Location 	\$200.00 - 25.00	\$25.00 2.50 20.00	\$21.00 2.25 16.00	\$20.00 2.00 15.00	\$19.00 1.75 14.00	DXH1S SESMC AHY	(T)
	 (a) Per occasion, Per location (b) Per occasion, termination Note 1: NAR charges also 	150.00 11.00 o apply. For NAR rates and	- charges se	e Section A	- - A3.	-	RCHTE RCHTA	(T)

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A134. OBSOLETE SERVICE OFFERING - ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

CONTENTS

A134.1	Reserved for Future Use	1	
A134.2	Reserved for Future Use	1	
A134.3	Reserved for Future Use	1	
Δ134 4	(DELETED)	1	(T)

A134. OBSOLETE SERVICE OFFERING - ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

- A134.1 Reserved for Future Use
- A134.2 Reserved for Future Use
- A134.3 Reserved for Future Use

A134.4 (DELETED)

(M)

Pages 1.1 through 8 are hereby deleted in their entirety and removed from this Guidebook.

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A137. BILLING AND COLLECTION SERVICES

CONTENTS

A137.1 Bill Processing Service	1	
A137.1.1 General	1	
A137.1.2 Undertaking of the Company	1	
A137.1.3 Liability of the Company	3	
A137.1.4 Obligations of the Customer	4	(T
A137.1.5 Payment Arrangements and Audit Provisions	5	
A137.1.6 Rates and Charges	5	

A137. BILLING AND COLLECTION SERVICES

A137.1 Bill Processing Service

(Obsoleted April 30, 2009, Type 4 – Not available for new installations)

A137.1.1 General

- A. This Section covers the provision of Bill Processing Service (BPS) to enhanced, and information service providers. Bill Processing Service allows a BPS Subscriber to send rated charges to the Company to be printed on the end user's telephone bill. In order for the Company to bill for these services, the end user must be a subscriber of the Company who receives a monthly telephone bill. Enhanced and/or information services are defined as those services which are offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information. Enhanced and/or information service providers include those customers who provide on-line: transaction processing, alarm monitoring and telemetry, telemessaging/answering services, voice messaging, electronic messaging, database services, electronic data interchange, data processing services, video services, database management services, network management services and facilities management services and any subset of these or similar services. Services offered using 900 numbers, or 700 numbers or other numbers used in a 900-like manner, will not be billed under the terms of this *Guidebook*.
- **B.** Billing will be provided only for BPS Subscriber rated service charges. The BPS Subscriber or his agent will provide rated service charges, properly formatted and ready to be printed, to the Company for inclusion on the end user's bill. The Company will remit payment to the BPS Subscriber each month based upon the total amount of revenue submitted for billing to end users each month less the Company's current charges, any uncollectibles for the prior month, and any adjustments for the prior month. The end user will then be billed the charges due and will remit payment for these charges to the Company.
- **C.** Programming which involves live group interaction, such as "GAB" line, "chat" lines or similar type programs where the primary purpose is for callers to interact with one another, will not be billed under the terms of this *Guidebook*.

A137.1.2 Undertaking of the Company

- **A.** When Bill Processing Service is ordered by a BPS Subscriber, the Company will establish an account for the BPS Subscriber and render bills to the end users in the Company's territory to whom the Company normally provides a monthly telephone bill. Bill Processing Service will be provided at the rates and charges as set forth in A137.1.6.
- **B.** The BPS Subscriber will be required to pay the Service Establishment Charge in advance to cover the expenses incurred by the Company in establishing this service. A separate fee will apply for each location. This fee is non-refundable, once work has begun to establish this service.
- C. The Company will bill BPS Subscriber-rated service charges provided by the BPS Subscriber or his agent. Toll messages and/or pay per call messages will not be billed under this Section. When the BPS Subscriber supplies properly formatted input records, the Company will process those input records in the Company's next billing cycle.
- D. Generally, billing for enhanced/information services will be at a flat monthly rate. However, certain services may offer a low usage option. This option will consist of billing at a reduced flat rate and a usage charge for the time the end user is connected to the service purchased. The usage for a low use option service will be accumulated for one month and billed according to the service provider's rate schedule for the usage that exceeds the free monthly usage allowance included in the flat rate. Usage charges will not be billed to a BPS Subscriber's client unless the client is also billed on a monthly basis for the BPS Subscriber's service.
- **E.** Bill format will be established by the Company. The BPS Subscriber will choose from among the detailed billing formats furnished by the Company. If, in the course of Company business, it is necessary to change the format, the Company will attempt to notify BPS Subscribers affected by this change six months prior to the change.
- **F.** With the exception of enhanced/information services provided by the Company, these statements will be included on a page, separate from any page showing Company charges and from any page showing certified carrier charges, as part of the regular monthly telephone bill. Charges for more than one BPS Subscriber may appear on this separate page.
- **G.** The Company, in the listing of charges to the end user, will provide a total amount billed for each BPS subscriber. In cases where more than one BPS subscriber's charges may appear on the bill, each BPS Subscriber's charges will be shown as a sub-total line along with a grand total line at the end of the listing of the last BPS Subscriber's charges on the page.

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A137. BILLING AND COLLECTION SERVICES

A137.1 Bill Processing Service

A137.1.2 Undertaking of the Company (Cont'd)

H. The Company will not provide inquiry service and will not become involved in disputes between a BPS Subscriber and the BPS Subscriber's end users. The end user will be referred to the BPS Subscriber for resolution of any disputed charges. The BPS Subscriber shall adequately staff its toll free inquiry line to be able to handle complaints and inquiries from end users. The BPS Subscriber will provide adjustments to end user accounts using the established billing procedures, subject to time restrictions on retroactive billing specified in A137.1.4. Therefore, the Company should not find it necessary to remove BPS Subscriber charges from the end user's bill. However, if resolution is not reached, the Company may remove a BPS Subscriber's disputed charge from an end user's bill, deduct that amount from the BPS Subscriber's accounts receivable and recourse the disputed charges to the BPS Subscriber. It will be the BPS Subscriber's sole responsibility to pursue the collection of that amount.

In the event the Company receives frequent calls from end users stating they are unable to talk with a Customer representative when they call the BPS Subscriber's toll free inquiry number(s) (e.g., they only access voice mail and do not get a return call), the Company will verify whether or not the end user complaints are valid. When the Company determines that the end user complaints are valid, the Company may, in its sole discretion, discontinue billing for the BPS Subscriber.

- I. The Company will charge the BPS Subscriber the rates specified in A137.1.6 for all bill lines submitted, which include adjustments to an end user's bill and any blank lines provided by the BPS Subscriber to be printed on the end user's bill. A blank line is a line which provides no printed data or information and may be provided by the BPS Subscriber for formatting purposes.
- **J.** Nonpayment of BPS Subscriber billing by an end user shall not be cause for denial or termination of an end user's local exchange service.
- K. The Company will not render bills under this Section for the provision and/or delivery of telegrams, flowers, gifts, wine, or other similar services.

L. (DELETED)

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A137. BILLING AND COLLECTION SERVICES

A137.1 Bill Processing Service (Cont'd)

A137.1.3 Liability of the Company

- **A.** If the Company finds, or is notified of an error in billing to an end user, the Company will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Company and the Company cannot bill the proper end user in a timely manner, the extent of the Company's liability for damages will be the known amount misbilled. If the error is not caused by the Company, the BPS Subscriber shall be liable for all appropriate charges as specified in A137.1.6 and any other cost and expenses incurred by the Company to correct the error.
- **B.** If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost billing data. If the BPS Subscriber's lost billing data cannot be recovered, the BPS Subscriber will be asked to resupply the billing data. The BPS Subscriber should retain the data sent to the Company for a minimum of 60 days. If the BPS Subscriber cannot provide the billing data, the Company will estimate the volume of lost billing and associated revenue based on previously known values. In such an event, the extent of the Company's liability for damages shall be limited to the granting of a credit adjustment to the BPS Subscriber of estimated amounts due to account for the unbillable revenue.
- C. In the absence of willful misconduct, no liability for damages to the BPS Subscriber other than as set forth in A shall attach to the Company for Company action or the conduct of Company employees in providing Bill Processing Service.
- D. A BPS Subscriber may not use the Company's facilities and services, including but not limited to, the Company's billing and collection services for the provision of enhanced and/or information services if the display, broadcasting or transmission of such services are in violation of federal, state or local law. The Company will take all legal and practical steps to disassociate itself from BPS Subscribers providing enhanced and/or information services (or individual services provided by such BPS Subscriber) whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users. This may result in refusal to provide billing and collection services to such BPS Subscribers.

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A137. BILLING AND COLLECTION SERVICES

A137.1 Bill Processing Service (Cont'd)

A137.1.4 Obligations of the Customer

- (T)
 e (M)
- A. The BPS Subscriber or his agent must provide rated service charges in order to subscribe to Bill Processing Service. These charges must be in the standard format established by the Company and delivered to the location specified by the Company. Additionally, these charges must identify the end user account to be billed. The BPS Subscriber may not submit service charges, or adjustments relative to the under-billing of service charges, which are in excess of three months old. If the Company discovers that service charges or adjustments billed to the end user are more than three months old, the Company will credit the end user's next bill for those charges or adjustments and deduct that amount from the enhanced/information service provider's remittance check.
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- B. The Company will furnish the BPS Subscriber detailed formats from which to choose prior to establishment of Bill Processing Service. All formats must contain certain elements of information to enable the end user to understand the charges. When submitting the end user charges for billing, the BPS Subscriber will submit a minimum of 3 lines per end user bill per month. These lines must include the BPS Subscriber's name and a toll free telephone number to which inquiries should be directed; a description of the product/service being billed; the time period during which the charges were incurred; and a quantity of products/services being billed for. The Company will provide the BPS Subscriber's name and toll free telephone number to the end user on the bill page.
- C. It is up to the BPS Subscriber whether or not he wishes to separately identify taxes from his charges on the end user's bill. The Company will include taxes in its calculation of the BPS Subscriber's total charges, whether or not the BPS Subscriber chooses to separately identify these amounts. The total charges billed to the end user will include the appropriate federal, state, and/or local jurisdiction taxes. The BPS Subscriber is solely responsible for the computation, tracking, reporting and payment of all federal, state, and/or local jurisdiction taxes associated with the BPS Subscriber's billing to the end user through Bill Processing Service.
 - Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's provision of service in this Section, the Company will advise the BPS Subscriber and the BPS Subscriber shall be liable for any such tax, interest, penalty and surcharge paid by the Company. If the BPS Subscriber disagrees with the determination that any taxes are due from the Company or disagrees with an assessment of any tax, interest, penalty and surcharge due by the Company as a result of the Company's provision of this service, the BPS Subscriber shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax. The BPS Subscriber may protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, interest, penalty and surcharge ultimately determined to be due.
- **D.** The BPS Subscriber is responsible for collecting from the end user any deposit amount required for the services provided by the BPS Subscriber. The Company will not bill for the BPS Subscriber's deposit amounts.
- E. The BPS Subscriber must provide the end user with written notification that future charges from the BPS Subscriber will be included with the end user's bill for Local Exchange Service. The BPS Subscriber must also provide notification to the end user that charges for the BPS Subscriber's services are not regulated by the Utilities Commission and that the end user's local telephone service will not be denied for non-payment of disputed charges.
- **F.** The BPS Subscriber will not use the Bill Processing Service as a means of placing any informational messages onto the bill page.

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NC-16-0054 EFFECTIVE: October 24, 2016

A137. BILLING AND COLLECTION SERVICES

A137.1 Bill Processing Service (Cont'd)

A137.1.5 Payment Arrangements and Audit Provisions

- A. The Company will issue a remittance check each month for any positive net amount due to each BPS Subscriber for which it provides Bill Processing Service. The net amount will be based upon the total revenue billed to end users of the BPS Subscriber, less the Company's rates and charges as specified in A137.1.6, and less any uncollectibles or adjustments.
 - Remittance will be made to the BPS Subscriber within sixty days following the close of the month under report.
 - If service is discontinued, all remittance money due the provider may be credited or applied to the final bill issued for the charges associated with this Section or other Sections of this *Guidebook*.
 - Should the Company's charges plus any uncollectibles and adjustments exceed the total revenue billed, the BPS Subscriber will remit to the Company the outstanding balance within thirty days from the date of the Company's invoice.
 - In the event the BPS Subscriber cancels Bill Processing Service, the BPS Subscriber is responsible for any outstanding balance which is not covered by the BPS Subscriber's total revenue billed less any uncollectibles and adjustments and shall pay such amount to the Company within thirty days from the date of the Company's invoice.
- **B.** Upon 90 days written notice by the BPS Subscriber to the Company, the BPS Subscriber shall have the right through an authorized representative to examine and audit, during normal business hours and at reasonable intervals determined by the Company, all such records and accounts, as may under recognized accounting practices contain information bearing upon the amount payable to the BPS Subscriber. Adjustments shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

Any information received or reviewed by the BPS Subscriber or an authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

A137.1.6 Rates and Charges

A. Customer Charges

2

Account Establishment

(a)	Per BPS Subscriber	Nonrecurring Charge \$5,206.00	USOC NA
Per End User's	s Bill		
(a)	Per line, or portion of line	Rate \$.04	USOC NA

N8. LISTING SERVICES

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CONTENTS

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 Reserved for Future Use	4	(N
N8.3 Reserved for Future Use	4	(N
N8.4 Emergency Service Provider Data Service (ESPDS)	4	(M
N8.4.1 Description of Service	4	(M
N8.4.2 Definitions	4	(M
N8.4.3 Terms and Conditions	5	(T)(M
N8.4.4 Rates and Charges	6	(M

		N8. LISTING SERVICES	(N)
N8.1 I	Dire	ctory Assistance Database Service (DADS)	(T)(M)
		scription of Service	(T)(M)
A.	Upo lim app	on request, the Company will provide local exchange subscriber name, address and telephone number listings (except as ted by D), for the purpose of providing Directory Assistance type services to customer's end users and as permitted by licable law. The term "end user" denotes any entity who obtains Directory Assistance type services for its own use from a DS customer. Directory Assistance type services are defined as:	(T)(M)
	1.	Voice Directory Assistance (DA Operator or DA Operator System assisted), and	(M)
	2.	Electronic Directory Assistance (Data Systems assisted).	(M)
В.		DS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each the file requested. The data provided will include all eligible listings as outlined in C. and D.	(T)(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 <i>the Company</i> , as follows:	(T)(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, Zip Code if available.	(M)
		c. Telephone Number	(M)
		d. Account NPA - Originating NPA	(M)
		e. Account NXX - Originating NXX	(M)
		f. Exchange Code - Originating Community Code	(M)
		g. Date - Current date of Extract/Update	(M)
		h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.	(M)
		i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.	(M)
		j. Unique Business/Residence/Government Indicator	(M)
		k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).	(M)
		In addition to the above listed information the customer may optionally request Non-Listed listings which will include the information defined in a., b. and c, and/or Non-Published listings which will include information defined in a and b.	(T)(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 the information current. Delivery of Daily Updates will commence the day after the customer receives the Base File.	(M)
D.		DS is not a verbatim copy of the Company's Directory Assistance (DA) records or the Company's Listing Information tem. 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.		DS will provide the available subscriber listing information of ICOs and CLECs who have chosen to provide their scribers' listings to the Company, per terms, and conditions agreed to by the Company and the ICO or CLEC.	(M)
F.	The	Company reserves the right to exclude any name at the request of the Company's subscribers.	(M)
G.	Rat	es and Cancellation fees for DADS are as set forth in N8 1 3	(T)(M)

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NC-16-0054 EFFECTIVE: October 24, 2016

N8. LISTING SERVICES N8.1 Directory Assistance Database Service (DADS) (Cont'd) (T)(M)N8.1.2 Terms and Conditions (T)(M) A. All right, title and interest in and to DADS, including all intellectual property rights pertaining thereto, will remain with the (M) 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. Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in N8.1.1 (T)(M)and as otherwise permitted by applicable law. DADS may not be used for any purpose which violates federal or state laws *or* statutes. (T)(M) **D.** (DELETED) (M) E. Except for the permitted uses, the customer shall not (i) disclose DADS to others and shall use due care in providing for the (T)(M) security and confidentiality of DADS, (ii) rent or license DADS for any purpose, or (iii) permit its end users to do either of the same. The customer shall not reproduce DADS except for the preparation of archival or backup copies or as otherwise permitted by applicable law. Failure to comply with the provisions of this guide shall result in termination of the service and the 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 *guide*. F. The terms and conditions as set forth for deposits and payment of service in paragraph A2.4 of the General Exchange (T)(M) 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*. G. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DADS (M) order. All orders must be confirmed in writing by the customer. The Company shall not be liable for any errors or deficiencies in the data provided. The customer agrees to release the Company from any and all liability which may arise due to any errors and omissions in the Company's listings. The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, (M) damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of DADS or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company. Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any untrue (M) or misleading advertising claim that its directory assistance type service is sponsored or approved by the Company or that the Company or any of its affiliates are in any way connected with the customer or that the Company or any of its affiliates have any responsibility for the customer's service. The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, (M) billing invoice, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, the customer shall prominently display its name on each of the above and identify itself by name when providing Directory Assistance type services to its end users.

K. 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			(N)
<i>18.1</i> D	irectory Assistance Database Service (DADS) (Cont'd)			(T)(M)
N8.1	3 Rates and Charges			(T)(M)
A.	The following rates apply for Directory Assistance Database Service ¹			(M)
	Subscriber Listings	Rate	USOC	(M)
	(a) Per Listing	\$.06	NA	(M)
		Monthly Rate		
	2. Monthly Recurring Charge			(M
В.	(a) Per Month Cancellation Fee ¹	-	DBSAF	(M)
	1. Prior to scheduled delivery of initial base file			(M
		Nonrecurring Charge		
	(a) Per Cancellation	•	NA	(M)
	Note 1: The nonrecurring cancellation fee will be computed to allow the incurred by the Company for work performed prior to cancellation		ll cost	(M)

	N8. LISTING SERVICES	(N)
N8.2	Reserved for Future Use	(N)
N8.3	Reserved for Future Use	(N)
N8.4	Emergency Service Provider Data Service (ESPDS)	(T)(M)
	4.1 Description of Service	(T)(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 <i>the Company</i> showing that they have the capability and authority to provide the service for which this data is intended.	(T)(M)
В	The extract will include published, listed and non-published information, including listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed address (if present) and ten-digit telephone number. Listed name is optional.	(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 <i>guide</i> or failure to comply with any other provisions of this <i>guide</i> 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	(T)(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 (N) (T)(M) N8.4 Emergency Service Provider Data Service (ESPDS) (Cont'd) N8.4.3 Terms and Conditions (T)(M)A. Public safety agency customers requesting this service must meet the current network standards and must cooperate with the (T)(M) Company's Network Organization to avoid network problems associated with the use of data obtained through this service. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, (T)(M) 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: a. The ESPDS customer's calling platforms must be equipped with reorder tone (RO) and "No Circuit Available" (M) (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. The ESPDS customer's calling platforms must be designed with a call gapping mechanism to allow specification of, (M) at most, one originating call per a specified time interval to any specific NPA-NXX code. The gap should be capable of any time interval between 0 and 10 seconds. This is intended to give the ESPDS subscriber the capability of preventing excessive simultaneous call origination. c. If the Network Management Center (NMC) determines that the call volume is having a negative impact on the (T)(M) 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. The Network Management Center must be notified of the target location and the size of the event at the launch of an (T)(M) 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. Each ESPDS customer must provide the Network Management Center up-to-date contact information for 7 days per week, 24 (T)(M) hours per day, and contact information for 3 levels of management escalation. The ESPDS customer agrees to work cooperatively with the Network Management Center in order to avoid network (T)(M) 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. The Network Management Center will utilize protective controls including those outlined in E2.1.12 of the Company's (T)(M) Intrastate Access Service Tariff, in order to minimize congestion and to allow customers the ability to call out of an affected area. The traffic originated based upon the ESPDS customer's use of the data provided hereunder may be affected by these controls. 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. *The Company* does not guarantee the completion of mass calling traffic on its network. (T)(M) With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and their employees shall: Hold the information in confidence and protect it in accordance with the security provisions by which it protects its own (T)(M) proprietary or confidential information 2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other (M) Be responsible for determining the information it will use from the data provided by this service 3. (M) 4. Use the information only in connection with delivering or assisting in the delivery of emergency notification services and (M) Notify *the Company* immediately if there is confirmed or suspected misuse of the data by any party or parties. (T)(M)

N8. LISTING SERVICES

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

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

(T)(M)

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 guide may be provided to the ESPDS customer's assigned agent for the purposes of delivering or assisting the public safety agency ESPDS customer with the notification services only upon execution of an agency written agreement, between the public safety agency and its agent, limiting the use of the information and providing for its protection in the same manner as is set forth in this guide regarding use and protection of the information by the ESPDS customer. The Company does not transfer right, title or interest

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I. The data must be secured by the ESPDS customer from unauthorized usage.

(including intellectual property rights), if any, which it may have in and to ESPDS.

- **J.** The Company shall not be required to modify its network operations or protocols to accommodate any public safety agency ESPDS customer's or its agent's equipment, systems, or data processors.
- **K.** Emergency Service Provider Data Service may not be used for any purpose that violates federal or state laws *or* statutes.
- L. The public safety agency ESPDS customer and its agent agree to hold harmless and indemnify the Company, its employees, directors, officers, agents, and subcontractors from and against any and all claims or suits which arise out of or result from the provision of the database extract file, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the ESPDS customer or its agents.
- M. Each public safety agency ESPDS customer and its agent agree to release, defend, indemnify and hold harmless the Company, its agents, and subcontractors from any and all losses, claims, demands, suits, and other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person: 1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, and which arises out of the negligence or other wrongful act of the Company, the customer, its user agencies or municipalities or employees or agents of any one of them, or 2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of the service and the equipment associated therewith, including, but not limited to, the identification of the telephone number, listed or service address, or name associated with the telephone number used by the party or parties utilizing the service hereunder, or 3) arising out of any act or omission of the customer, in the course of using services provided pursuant to this *guide*.
- **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 *guide* remain applicable to the ESPDS customer.

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A38.4.4 Rates and Charges

Rates

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)

(a)	First extract in each 12 month period	Nonrecurring Charge \$2,000,00	Monthly Rate	USOC NA	(M)
(a) (b)	Subsequent extracts in 12 month	Ψ2,000.00		1471	(M)
	period, maximum 3	-	-	NA	
(c)	Per record included in each extract	.04	-	NA	(M)