

**TARIFF DISTRIBUTION**

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PURPOSE: Emergency Service Provider Data Service (ESPDS) NRC Increase

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## N8. LISTING SERVICES

### N8.2 Reserved for Future Use

### N8.3 Reserved for Future Use

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

#### N8.4.1 Description of Service

- A. ESPDS service is only available to public safety agencies responsible for coordinating emergency services at the local level (city, county, or municipality) solely for the purposes of delivering or assisting in the delivery of emergency notification services to their jurisdictional area. Customers ordering this service are required to provide written certification to the Company showing that they have the capability and authority to provide the service for which this data is intended.
- B. The extract will include published, listed and non-published information, including listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed address (if present) and ten-digit telephone number. Listed name is optional.
- C. ESPDS is available by, and must be ordered by, one of the following primary criteria:
  - 1. City/Municipality Name and State
  - 2. County/Parish Name and State

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

- D. The information provided by ESPDS may not be used, in whole or in part, to provide Basic 911 or E911 Service. Misuse of the data provided pursuant to this guide or failure to comply with any other provisions of this guide will be cause for immediate suspension of the service provided hereunder.
- E. Any information shared between the Company and the ESPDS customer is considered confidential and proprietary.
- F. The information provided by ESPDS is available to customers utilizing one of the following data storage methods 1) *email* or 2) paper copy. Customers must specify the storage method when ESPDS is ordered. (C)

#### N8.4.2 Definitions

##### EMERGENCY

Circumstances, either natural or manmade, declared by a governmental entity or a local emergency planning committee duly authorized by a governmental entity, which cause or potentially may cause substantial harm or damage to persons or property.

##### EMERGENCY NOTIFICATION SERVICES

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

**N8. LISTING SERVICES**

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

**N8.4.3 Terms and Conditions (Cont'd)**

- H.** Any published, listed, non-published number, or any other information provided by the Company shall be used only by an ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency notification services within the ESPDS customer’s jurisdictional area for which emergency services are authorized. Any use involving the reproduction, publishing, reselling, disclosing, tampering with, or providing access to information in the database for any purpose other than the provision of emergency notification services is strictly prohibited and any known violations must be reported to the Company, immediately. Information obtained by the ESPDS customer pursuant to this 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 (including intellectual property rights), if any, which it may have in and to ESPDS.
- I.** The data must be secured by the ESPDS customer from unauthorized usage.
- J.** The Company shall not be required to modify its network operations or protocols to accommodate any public safety agency ESPDS customer’s or its agent’s equipment, systems, or data processors.
- K.** Emergency Service Provider Data Service may not be used for any purpose that violates federal or state laws 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.

**A38.4.4 Rates and Charges**

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

1. Rates

	<b>Nonrecurring Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>	
(a) First extract in each 12 month period	<b>\$3,000.00</b>	-	<b>NA</b>	(1)
(b) Subsequent extracts in 12 month period, maximum 3	-	-	<b>NA</b>	
(c) Per record included in each extract	<b>.12</b>	-	<b>NA</b>	(1)