
A38. LISTING SERVICES

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A38.1 Reserved For Future Use

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

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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)
- B.** A Nonrecurring Charge applies at the initial load and to subsequent retransmissions of the data. The Monthly Recurring Charge applies per 1,000 records in the initial load. The count of records will be adjusted at the end of each calendar year to update customer billing, with the applicable twelve-month period being the twelve months ending each calendar year. Cancellation charges and Termination Liability charges for Location Identification Database Service - E911 are set forth in A38.3.3. (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)
- B.** 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 *Guidebook* shall result in termination of the service and customer shall immediately return to the Company all copies of the Location Identification Database in its possession and shall make no further use of the data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *Guidebook*. (T)(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 *terms and conditions* as set forth for deposits and payment of service in A2.4 shall apply. If a customer cancels an order for the service prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in A38.3.3. (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 - E911 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)
- H.** Any long distance charges incurred when accessing the Location Identification Database will be the responsibility of the customer. PSAPs may incur additional charges as shown in A24.1.4.D. (T)(M2)

M1 - Material previously appearing on this page now appears on page(s) 3 of Section N8 of the Non-Regulated Services - Pricing guide.

M2 - Material appearing on this page previously appeared on page(s) 4 of this section.

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

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A38.3.3 Rates and Charges

	Nonrecurring Charge	Monthly Rate	USOC	
A. Location Identification Database Service-E911				
1. Initial load or subsequent reload				
(a) Per load/reload	\$9,500.00	--	AL1SS	
2. Access Records				
(a) Per 1,000 access records in each E911 jurisdiction ¹	--	\$48.00	AL1MU	
B. Cancellation Fees ²				(M2)
1. Prior to scheduled delivery of initial database file				(M2)
(a) Per cancellation	-	--	AL1CC	(M2)
Note 1: Rounded to the next 1,000 access records. A count of access records will be conducted at the end of each calendar year to reflect the current total, with the applicable twelve month period being the twelve months ending each calendar year, and each subscriber's billing will be adjusted accordingly, up or down.				(M2)
Note 2: The nonrecurring cancellation fee will be 75 percent of the nonrecurring charges shown in A. The <i>terms and conditions</i> set forth in A24.1.2.Q shall apply.				(T)(M2)

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M1 - Material previously appearing on this page now appears on page(s) 3 of this section.
M2 - Material appearing on this page previously appeared on page(s) 4.1 of this section.

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A38.4 Reserved for Future Use

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

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