
N8. LISTING SERVICES

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Material appearing on this page previously appeared on Contents page(s) 1 of Section A38 of the General Exchange Guidebook.

Directory Assistance Database Service (DADS) and Emergency Service Provider Data Service (ESPDS) previously appeared in Section A38.1 and A38.4, respectively, of the General Exchange Guidebook.

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N8.1 Directory Assistance Database Service (DADS)

N8.1.1 Description of Service

- A.** Upon request, the Company will provide local exchange subscriber name, address and telephone number listings (except as limited by D. following), for the purpose of providing Directory Assistance type services to customer's end users and as otherwise permitted by applicable law or terms and conditions. The term "end user" denotes any entity who obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type services are defined as:
1. Voice Directory Assistance (DA Operator or DA Operator System assisted), and
 2. Electronic Directory Assistance (Data Systems assisted).
- B.** DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each Central Office requested. The data provided will include all eligible listings as outlined in C. and D. following.
- C.** DADS will include the following:
1. Base File
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 the Company as follows:
 - a. Listed Name - As input on the Company service order.
 - 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.
 - c. Telephone Number
 - d. Account NPA - Originating NPA
 - e. Account NXX - Originating NXX
 - f. Exchange Code - Originating Community Code
 - g. Date - Current date of Extract/Update
 - h. Directory Indicator - Alternate Community Name Indicator, if applicable indicator will be set for foreign directory name.
 - i. Directory Name - Alternate Community Name, if applicable for foreign directory name listing.
 - j. Unique Business/Residence/Government Indicator
 - k. Phrase Codes - Special information regarding listing's telephone service (e.g., telephone observing equipment, teletype service for the deaf).

In addition to the preceding listed information, the customer may optionally request Non-Listed listings which will include the information defined in a., b. and c. preceding and/or Non-Published listings which will include information defined in a. and b. preceding.

The Company will require sufficient time (approximately one month) after receiving an order to prepare the Base File.
 2. Daily Updates
Daily updates will reflect all listing change activity occurring since the customer's most recent update. The updates are provided on a Business, Residence, or combined Business and Residence basis. The updates shall be used solely by the customer to keep his information current. Delivery of Daily Updates will commence the day after the customer receives his Base File.
- D.** DADS is not a verbatim copy of the Company's Directory Assistance (DA) Database or of the Company's *Listing Information System*. The following listings will not be provided with DADS:
1. Secondary Listings
 2. Listings that are deemed by the Company as inappropriate to provide
- E.** DADS will provide the available subscriber listing information of ICOs and CLECs who have chosen to provide their subscribers' listings to the Company, per terms and conditions agreed to by the Company and the ICO or CLEC.
- F.** The Company reserves the right to exclude any name at the request of the Company's subscribers.
- G.** Rates and Cancellation fees for DADS are as set forth in N8.1.3 following.

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

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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 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. (M)
- B.** Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in *N8.1.1* preceding and as otherwise permitted by applicable law, *term or condition*. (T)(M)
- C.** DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs, *guidebooks or this service publication*. (T)(M)
- D.** Except for the permitted uses, the customer shall not (i) disclose DADS to others and shall use due care in providing for the 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 customers shall not reproduce DADS except for the preparation of archival or backup copies or as otherwise permitted by applicable law, *term or condition*. Failure to comply with the provisions of this *publication* shall result in termination of the service and customer shall immediately return to the Company all copies of DADS in its possession and shall make no further use of DADS data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this *publication*. (T)(M)
- E.** The *terms and conditions* as set forth for deposits and payment of service in A2.4 of *the General Exchange Guidebook* shall apply. If a customer cancels an order for the Base File prior to the scheduled delivery date, the customer shall pay the Company a cancellation fee as specified in *N8.1.3.B*. (T)(M)
- F.** The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DADS order. All orders must be confirmed in writing by the customer. The Company shall not be liable for any errors or deficiencies in the data provided. The customer agrees to release the Company from any and all liability which may arise due to any errors and omissions in the Company's listings. (M)
- G.** The customer shall protect, indemnify, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of DADS or use of data contained therein irrespective of any fault, failure, or negligence on the part of the Company. (M)
- H.** Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any untrue 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 customers service. (M)
- I.** The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, billing invoice, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, the customer shall prominently display its name on each of the above and identify itself by name when providing directory assistance type services to its end users. (M)
- J.** The Company may terminate the service when it has reasonable grounds to believe that full payment is not being made. (M)
- 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. (M)

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

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N8.1.3 Rates and Charges

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A. The following rates apply for Directory Assistance Database Service.

(M)

1. Subscriber Listings

(M)

(a) Per Listing	Rate \$.06	USOC NA	(M)
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2. Monthly Recurring Charge

(M)

(a) Per Month	-	DBSAF	(M)
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B. Cancellation Fees¹

(M)

1. Prior to scheduled delivery of initial base file

(M)

(a) Per Cancellation	Nonrecurring Charge \$-	USOC NA	(M)
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N8.2 Reserved For Future Use

(N)

N8.3 Reserved For Future Use

(N)

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

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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 publication or failure to comply with any other provisions of this publication 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.

N8.4.3 Terms and Conditions

- A. Public safety agency customers requesting this service must meet the current network standards and must cooperate with the Company's Network Organization to avoid network problems associated with the use of data obtained through this service.
 - 1. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, 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:

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A38.4 Emergency Service Provider Data Service (ESPDS) (Cont'd) (M)

A38.4.3 Terms and Conditions (Cont'd) (T)(M)

- A. (Cont'd) (M)
- a. The ESPDS customer's calling platforms must be equipped with reorder tone (RO) and "No Circuit Available" (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. (M)
 - b. The ESPDS customer's calling platforms must be designed with a call gapping mechanism to allow specification of, 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. (M)
 - c. If the *Company's* Network Management Center (NMC) determines that the call volume is having a negative impact on the *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 *Company's* NMC. (T)(M)
- B. The *Company's* Network Management Center must be notified of the target location and the size of the event at the launch of an 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. (T)(M)
- C. Each ESPDS customer must provide the *Company's* Network Management Center up-to-date contact information for 7 days per week, 24 hours per day, and contact information for 3 levels of management escalation. (T)(M)
- D. The ESPDS customer agrees to work cooperatively with the *Company's* Network Management Center in order to avoid network 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 *Company's* Network Management Center. (T)(M)
- E. The *Company's* Network Management Center will utilize protective controls including those outlined in E2.1.12 of *the Company's* 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. (T)(M)
- F. *The Company* does not guarantee the completion of mass calling traffic on its network. (T)(M)
- G. With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and their employees shall: (M)
1. Hold the information in confidence and protect it in accordance with the security *provisions* by which it protects its own proprietary or confidential information (T)(M)
 2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties (M)
 3. Be responsible for determining the information it will use from the data provided by this service (M)
 4. Use the information only in connection with delivering or assisting in the delivery of emergency services and (M)
 5. 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)

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 publication may be provided to the ESPDS customer’s assigned agent for the purpose 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 use of the information and providing for its protection in the same manner as is set forth in this publication 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 agents equipment, systems, or data processors.
- K. Emergency Service Provider Data Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders, tariffs, guidebooks or this service publication.
- 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 publication.
- 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 publication remain applicable to the ESPDS customer.

N8.4.4 Rates and Charges

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

1. Rates

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