A038 Listing Services

A38. LISTING SERVICES

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SECTION 9 (1)
BY
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A38. LISTING SERVICES

A38.1 Directory Assistance Database Service (DADS)

A38.1.1 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 regulation***. 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: (C)

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 BellSouth 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 Directory. 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 subscriber's 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, Cancellation fees, and Termination Liability fees for DADS are as set forth in A38.1.3 following.

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A38. LISTING SERVICES

A38.1 Directory Assistance Database Service (DADS) (Cont'd)

A38.1.2 Regulations

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.

B. Use of DADS shall be limited solely to the customer's provisioning of Directory Assistance type services as defined in A38.1.1 preceding ***and as otherwise permitted by applicable law or regulation***. (C)

C. DADS may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs.

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 or regulation***. Failure to comply with the provisions of this Tariff 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 Tariff. (C)

E. The minimum service period for DADS is twelve (12) months. The regulations as set forth for deposits and payment of service in A2.4 of this Tariff 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 A38.1.3.B. If a customer terminates his subscription to DADS on or after the scheduled delivery date of the Base File, termination fees are due as outlined in A38.1.3.C.

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.

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.

H. Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any untrue of 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.

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.

J. The Company may terminate the service when it has reasonable grounds to believe that full payment is not being made. (T)

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. (T)

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A38. LISTING SERVICES

A38.1 Directory Assistance Database Service (DADS) (Cont'd)

(M)

A38.1.3 Rates and Charges

A. The following ***rates*** apply for Directory Assistance Database Service. (T)

1. ***Subscriber Listings***[1] (C)

	Rate	USOC	
(a) Per ***Listing***	$ .04	NA	(C)

2. Monthly Recurring Rate[1]

	Monthly Rate	USOC
(a) Per Month	$ 150.00	DBSAF

B. Cancellation Fees[2] (M)

1. Prior to scheduled delivery of Initial Base File (M)

	Nonrecurring Charge	USOC	
(a) Per Cancellation	$-	NA	(M)

C. Termination Fees[3] (M)

1. On or after scheduled delivery of Initial Base File (M)

(a) Per Termination	-	NA	(M)

Note 1: DADS must be ordered for a minimum of twelve consecutive months.

Note 2: 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.

Note 3: The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring ***rate***, referenced in A38.1.3.A. preceding.

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A38. LISTING SERVICES

A38.2 Directory Publishers Database Service (DPDS)

A38.2.1 Description of Service

A. The Company will provide Directory Publishers Database Service (DPDS) to a***n ordering*** customer solely for the compilation, production, publication, and distribution of ***a*** directory***(***ies***)*** and/or ***for the sale or solicitation of advertising to be contained in a published*** directory***(ies)***. (C)

B. Directory Publishers Database Service (DPDS) ***is available and must be ordered by NPA-NXX code(s).*** (C)

C. ***NPA-NXX Listing Files may be sorted in any of the following customer designated sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions. NPA-NXX Listing Files will include subscriber listing information associated with foreign exchange, remote call forwarded and 800 numbers.*** (C)

D. Directory Publishers Database Service (DPDS) makes optionally available an Update Service, which provides changes in subscriber listing information as reflected in daily service order activity affecting the designated database of listings maintained by the customer sorted in any sequence described in paragraph C. preceding. DPDS update information is provided in daily, weekly or monthly increments, as specified by the customer. (N)

E. Directory Publishers Database Service (DPDS) optionally provides a Weekly Business Activity Report (WBAR), which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories. WBAR may not, however, be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories. (N)

F. A New Connect Report (NCR) option, which utilizes only "N" type service order activity, is made available via Directory Publishers Database Service (DPDS). The NCR provides the listed name, address and telephone number (as well as the billing address if different from the listed address) of only new BellSouth residential and/or business subscribers (ordering DPDS customers may specify residence, business or both). The listing data provided includes only the name and complete mailing address for new subscribers with non-listed and non-published numbers. Listing data provided via the NCR may be used for update and/or delivery of directories. NCR does not, however, provide data sufficient in and of itself to make current any existing customer listing files that would later be used to publish a directory of all subscriber lines in a given area. In addition, Business listings provided via the NCR may be used for soliciting yellow page advertising. (N)

G. DPDS provides ***subscriber listing information detail as*** follows: (T)

1. ***NPA-NXX*** Listing File (C)

   An extract containing the listed names, addresses***, zip codes (when available on records), primary business classification (when available on records)*** and telephone numbers of Company subscribers located within the ***NPA-NXX codes requested. The extract also contains only the name and complete mailing address for non-listed and non-published subscribers.*** (C)

   The Company will require ***two*** (2***)*** weeks after receiving an order to prepare ***and provide a requested NPA-NXX*** Listing File. (C)

2. ***Weekly*** Business Activity Report ***(WBAR)*** (T)

   Weekly reporting changes affecting the business listings of the Company's subscribers served ***via*** a requested ***NPA-NXX*** will be provided optionally, as specified in A38.2.3 following. The ***WBAR*** will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or transferring main service (N,D,R,X,C and T orders). The business subscriber data will include: (C)

   a. Listed Name (M)
   b. Listed Address (M)
   c. Listed Telephone Number (M)
   d. Billing Name (if different from the listed name) (M)
   e. Billing Address (if different from the listed address) (M)
   f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)[1] (M)

Note 1: The primary business classification may not be retained by the Company beyond one week and therefore may not be available after that week.

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A38. LISTING SERVICES

A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

A38.2.1 Description of Service (Cont'd)

(M)

H. ***The*** customer ***must take reasonable steps*** to remove from its records and not publish in its directory***(ies)*** any listing relating to subscriber service ***upon reasonable notice given by the Company and confirmed in writing that the listing*** has become non-published or non-listed in the records of the Company. (C)

I. ***The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. The*** customer understands and acknowledges, ***however,*** that the data will require editorial review and revision. ***When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory(ies) it publishes. The Company has no obligation to update the information after it has been transmitted to the customer, except as provided by subscription Update Service.*** (C)

J. ***Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining additions to and discontinuance of NPA-NXX codes. The Company is not required to provide notice of such changes as long as there is a reasonable method by which the customer can obtain NPA-NXX code information.*** (C)

K. ***Rates*** for DPDS are as set forth in A38.2.3 following. (C)

L. Any information shared beteween the Company and the customer is confidential and proprietary to both companies. (N)

M. When expressly authorized by the CLEC, DPDS will provide subscriber listing information of CLECSs who have provided their subscribers' listings to the company, per terms and conditions agreed to by the Company and the CLEC. (N)

A38.2.2 Regulations

A. The Company ***authorizes*** the use of DPDS ***pursuant to the terms and conditions of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS and DPDS data. This Tariff does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum.*** (C)

B. The Company ***will provide DPDS*** to ***an ordering*** customer solely for the compilation, production, publication ***correction*** and distribution of ***a*** directory***(ies)*** and/or ***for the*** sale or solicitation of advertising to be contained ***in a published directory(ies).*** (C)

C. When ordering an initial ***NPA-NXX*** File, the customer must within ***180*** days either: (C)

1) Publish its directory***(ies)***, or
2) Order a subsequent ***NPA-NXX*** File, or (C)
3) Subscribe to DPDS Update Service. (N)

The customer***'s*** directory***(ies)*** shall be initially published within such time frames in order to assume reasonably current ***subscriber listing information*** to users of the ***customer's*** directory***(ies)*** and thus avoid unnecessary use of the Company network, facilities or operations. (C)

D. The customer may amend suspected listing errors and publish corrected subscriber listing information in accordance with the procedure described in A38.2.1.I., preceding (N)

E. ***The*** customer shall furnish without charge to the Company, within one month of directory publication, a copy of ***the white pages from each of*** its published director***ies.*** (M)(C)

F. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (M)(T)

G. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (M)(T)

H. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. ***The Company may suspend, terminate or refuse service if*** it has reasonable grounds to believe that ***the customer has failed to comply with any material provision of this Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.*** (M)(C)

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A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

A38.2.2 Regulations (Cont'd)

H. (Cont'd) (T)

If the Company refuses to furnish service, the Company shall give the customer notice by certified mail of the Company's grounds to believe that the customer has failed or will fail to comply with this tariff and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. Following ten (10) days from the receipt of the notice, the Company may suspend or terminate the service. (N)

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

I. ***Unless otherwise agreed to in writing, neither the customer nor it employees, agents or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates its directories are sponsored or approved by the Company or by the Company's affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.*** (C)

J. ***Customer shall undertake reasonable steps in advertising and publishing its directories to distinguish the identity of its directories from those published by or on behalf of the Company.*** (C)

K. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS.

L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.

M. ***The customer accepts subscriber listing information provided via DPDS just as the Company has received it from the Company's subscriber - on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives subscriber listing information from the Company's subscriber. The Company does not warrant the accuracy of the subscriber listing information as received from its subscriber and furnished to the customer. The Company assumes no responsibility or liability for any errors or omissions in the subscriber listing information as received by the Company from its subscriber and furnished to the customer.*** (C)

The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in the publisher's directory(ies). The customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory(ies). (C)

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or $500.00, whichever is less. (C)

The Company's liability for intentional or gross fault is not hereby limited. (C)

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty (60) days of the time the information is furnished to the customer. (C)

N. The customer shall indemnify, ***hold*** harmless and defend the Company from and against any ***cost, damage,*** expense ***(including, but not limited to reasonable attorneys fees and expenses) or*** liability arising out of any demand claim suit for judgment for damages, ***however caused, which*** may arise out of the customer's use of ***subscriber*** listing ***information*** provided under this Tariff - including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of ***subscriber*** listing information that changes after the ***subscriber*** listing ***information*** is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company. (C)

O. ***Failure of the customer to indemnify the Company under the provisions of A38.2.2.N. will constitute grounds for suspension or termination of service.*** (C)

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A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

A38.2.3 Rates and Charges

A. The following rates for Directory Publishers Database Service (DPDS) apply:

1. NPA-NXX Listing File

	Rate	USOC	
(a) Per Listing Provided	$ .04	NA	
2. New Connect Report			
(a) Per Listing Provided	.0997	NA	(R)
3. Weekly Business Activity Report[1]			
(a) Per Listing Provided	.1865	NA	
4. Update Service (listing changes as reflected in daily service order activity)			
(a) Per Listing Provided	.06	NA	
5. Cancellation Fees[2]			

	Nonrecurring Charge	USOC
(a) Each NPA-NXX Listing File	$ -	NA
(b) Each Weekly Business Activity Report	-	NA

Note 1: The minimum service period is one month.

Note 2: The nonrecurring charge(s) will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.

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A38. LISTING SERVICES

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

A38.3.1 Description of Service (M)

A. Upon request, the Company will provide an initial load of E911 subscriber information along with access to daily updates from the Company's E911 Database Management System. Access is provided to non-affiliated entities and affiliated entities solely for the purpose of providing E911 services and only for the Public Safety Answering Points (PSAPs) for which the non-affiliated or affiliated entity is authorized to provide E911 service. (M)

B. A Nonrecurring Charge applies at the initial load and to subsequent retransmissions of the data. The Monthly Recurring Charge applies per 1,000 records in the initial load The count of records will be adjusted at the end of each calendar year to update customer billing, with the applicable twelve month period being the twelve months ending each calendar year. Cancellation charges and Termination Liability charges for Location Identification Database Service - E911 are set forth in A38.3.3 following. (M)

A38.3.2 Regulations (M)

A. Use of Location Identification Database Service - E911 shall be limited solely to the customer's provisioning of E911 Service as defined in A38.3.1. preceding. (M)

B. Vendors, agencies or local exchange companies requesting this service must meet the current network standards. (M)

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 Tariff 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 Tariff. (M)

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 regulations as set forth for deposits and payment of service in A2.4 of this Tariff 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. following. (M)

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. (M)

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. (M)

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. (M)

H. Any long distance charges incurred when accessing the Location Identification Database will be the responsibility of the customer. PSAPs may incur additional charges as shown in A13.27.5.E. (M)

A38.3.3 Rates and Charges

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A. Location Identification Database Service-E911

1. Initial load or subsequent reload

	Nonrecurring Charge	Monthly Rate	USOC
(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]			
1 Prior to scheduled delivery of initial database file			
(a) Per cancellation	$--	--	AL1CC

Note 1: Rounded to the next 1,000 access records. A count of access records will be conducted at the end of each calendar year to reflect the current total, with the applicable twelve month period being the twelve months ending each calendar year, and each subscriber's billing will be adjusted accordingly, up or down.

Note 2: The nonrecurring cancellation fee will be 75 per cent of the nonrecurring initial load charges shown in A. preceding. The regulations set forth in A13.27.5.C.16. shall apply.

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A38. LISTING SERVICES

A38.4 Emergency Service Provider Data Service (ESPDS) (N)

A38.4.1 Description of Service (N)

A. The Company will provide Emergency Service Provider Database Service (ESPDS) to the customer (city, county, or municipality) solely for the purposes of delivering or assisting in the delivery of emergency notification. Customers ordering this service are required to provide written certification to BellSouth showing that they have the capability and authority to provide the service for which this data is intended. (N)

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. (N)

C. ESPDS is available by, and must be ordered by, one of the following primary criteria: (N)

1. City/Municipality Name and State (N)
2. County/Parish Name and State (N)

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 or emergency support services are authorized. Foreign Listings, Foreign Exchange, Foreign Central Office, and Multiple Listings will be excluded from the extract. (N)

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 tariff or failure to comply with any other provisions of this tariff will be cause for immediate suspension of the service provided hereunder. (N)

E. Any information shared between the Company and the ESPDS customer is considered confidential and proprietary. (N)

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. (N)

A38.4.2 Definitions (N)

EMERGENCY (N)

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. (N)

EMERGENCY NOTIFICATION SERVICES (N)

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

EMERGENCY SERVICES (N)

Emergency services include 911 emergency services (incoming calls to PSAP) and emergency notification services. (N)

EMERGENCY SUPPORT SERVICES (N)

Information or database management services used in support of emergency services. (N)

A38.4.3 Regulations (N)

A. Emergency services providers and emergency support services providers requesting this service must meet the current network standards and must cooperate with the BellSouth Network Organization to avoid network problems associated with the use of data obtained through this service. (N)

1. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, including congestion, in BellSouth's network. One or more of the following must be used by the ESPDS customer to prevent network congestion problems: (N)

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A38. LISTING SERVICES

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

A38.4.3 Regulations (Cont'd) (N)

A. (Cont'd) (N)

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. (N)

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. (N)

c. If the BellSouth Network Management Center (NMC) determines that the call volume is having a negative impact on the BellSouth 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 BellSouth NMC. (N)

B. The BellSouth 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. BellSouth 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. (N)

C. Each ESPDS customer must provide the BellSouth 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. (N)

D. The ESPDS customer agrees to work cooperatively with the BellSouth 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 BellSouth Network Management Center. (N)

E. The BellSouth Network Management Center will utilize protective controls including those outlined in E2.1.12 of BellSouth'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. BellSouth 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. (N)

F. BellSouth does not guarantee the completion of mass calling traffic on its network. (N)

G. With respect to the database extract file provided by this service, the ESPDS customers, providers of emergency services, providers of emergency support services, and their employees shall: (N)

1. Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information (N)
2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties (N)
3. Be responsible for determining the information it will use from the data provided by this service (N)
4. Use the information only in connection with delivering or assisting in the delivery of emergency services and (N)
5. Notify BellSouth immediately if there is confirmed or suspected misuse of the data by any party or parties. (N)

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A38. LISTING SERVICES

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

A38.4.3 Regulations (Cont'd) (N)

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 services. 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 support services is strictly prohibited and any known violations must be reported to BellSouth immediately. Information obtained by the ESPDS customer pursuant to this tariff may be provided to the ESPDS customer's client(s) as a part of call attempts/completions reports only upon execution by the ESPDS customer's client(s) of a written agreement limiting use of the information and providing for its protection in the same manner as is set forth in this tariff 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. (N)

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

J. The Company shall not be required to modify its network operations or protocols to accommodate any emergency services providers' or emergency support services providers' equipment, systems, or data processors. (N)

K. Emergency Service Provider Data Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (N)

L. The emergency services provider or emergency support services provider agrees 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, emergency services providers, or the emergency support services providers. (N)

M. Each emergency services provider or emergency support services provider agrees 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, 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 Tariff. (N)

N. In the event the data is enhanced, modified, and/or merged with data obtained from other sources by the ESPDS customer all restrictions, regulations, and limitations contained in this tariff remain applicable to the ESPDS customer. (N)

A38.4.4 Rates and Charges (N)

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. (N)

1. Rates (N)

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

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