

BellSouth Telecommunications, Inc. 150 South Monroe Street Suite 400 Tallahassee, Florida 32301

marshall.criser@bellsouth.com

Marshall M. Criser III Vice-President Regulatory & External Affairs

(850) 224-7798 Fax (850) 224-5073

December 27, 2004

Ms. Beth Salak Director Of Competitive Markets and Enforcement 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, enclosed is a package filing for BellSouth PinPoint 9-1-1 Security and DID Clarification.

	General Subscriber Services Tariff
A24	- Third Revised Page 25
	- Second Revised Page 26
	- Original Page 26.1
	- First Revised Page 27
	- Second Revised Page 1 (Contents)

The issue and effective dates for this tariff package are December 27, 2004 and January 12, 2005, respectively. Acknowledgement, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Marshall M. Criser III (slg)

Regulatory Vice President Attachments

EXECUTIVE SUMMARY

Introduction

The purpose of this filing is to provide appropriate tariff language for PinPoint 9-1-1 Security and DID clarification language in the Florida GSST.

The primary reason for this filing is to stipulate the Subscriber's obligation to protect access to the service and to ensure that User IDs, passwords, and security tokens do not fall in to the hands of unauthorized persons. Each Subscriber is responsible for assuring that its authorized users comply with the provisions of the Tariff. The other reason for this filing is to clarify that all telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account <u>equipped</u> with 9-1-1 PinPoint service must be <u>provisioned</u> with 9-1-1 PinPoint service.

Description of Proposed Tariff

The proposed tariff will incorporate two new paragraphs in tariff section A24.2 of the GSST:

DID Language:

"9-1-1 PinPoint service is configured on a "per account" basis. All telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account equipped with 9-1-1 PinPoint service must be provisioned with 9-1-1 PinPoint service. The Subscriber cannot randomly select which telephone numbers on an account will have the service."

Security Language:

"Each Subscriber is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the services through user names, passwords, or other identifiers assigned to the Subscriber pursuant to these terms. Specifically, each Subscriber must keep user Ids, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Subscriber shall also not use the services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Subscriber shall comply with all applicable laws, rules, and regulations in connection with the services. Finally, the Subscriber shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of services to the Subscriber."

Cost Information

There is no customer impact with this filing.

ф

Ф

۵D

- (Ť

(C)

<u>AN</u> (†)

EFFECTIVE: January 12, 2005July 26, 2004

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: <u>December 27, 2004July 9, 2004</u> BY: Joseph P. Lacher, President -FL

Miami, Florida

A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service

A24.2.1 General

- A. 9-1-1 PinPoint <u>Service</u> allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).
- **B.** 9-1-1 PinPoint <u>Service</u> is available with BellSouth Primary Rate ISDN (PRI) or <u>9-1-1</u> PinPoint <u>Service</u> Local Channels as (C) (D) described in this section. <u>9-1-1</u> PinPoint <u>Service</u> Local Channels are not required if using BellSouth PRI service.

A24.2.2 Regulations

- A. 9-1-1 PinPoint Service is furnished subject to the availability of facilities.
- **B.** Automatic Number Identification (ANI) which is passed to the Company E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.
- C. The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from 9-1-1 PinPoint <u>Service</u> locations will be handled.
- **D.** The following specifications must be met when provisioning this service:
 - 1. Subscribers to 9-1-1 PinPoint Service must meet all BellSouth technical specifications.
 - 2. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.
 - 3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.
 - 4. 9-1-1 PinPoint Service is configured on a "per account" basis. All telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account equipped with 9-1-1 PinPoint Service must be provisioned with 9-1-1 PinPoint service. The Customer cannot randomly select which telephone numbers on an account will have the Service.
 - 5.4. Users of 9-1-1 PinPoint Service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint service customer is responsible for ensuring that 9-1-1 PinPoint Service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.
 - 65. The PBX switch must employ BellSouth Direct Inward Dial (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be PinPoint Local Channels or PRI). 9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers.
 74. It will be the generativity of the update or PBX operator to maintain the data pertaining to each extension operating (F) (C)
 - 76. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.
- E. The PBX switch owner/operator must install a minimum of two private E911 local channels (except for PRI) with the following specifications:
 - 1. This voice grade local channel provides for a communications path between the demarcation point at the customer (C) premises and the serving E911 tandem.
 - 2. The PBX switch owner/operator is responsible for determining that *his* terminal equipment is compatible with this local channel.
 - 3. Supervision on this 9-1-1 PinPoint service Lłocal Cehannel will be loop reverse battery. The battery source is located in (C) the Company's network and will be a nominal -48V(-42.75V to -56.5V dc).
 - 4. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).
 - 5. Additional regulations may be applicable as described in Section B3. of the Company's Private Line Service Tariff.
 - 6. Required network interfaces are located in Section A14. of this Tariff.
 - Service charges, as specified in Section A4. of this Tariff, are applicable.

Material previously appearing on this page now appears on page(s) 26 of this section. Material previously appearing on this page now appears on page(s) 26 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: <u>December 27, 2004July 9, 2004</u> BY: Joseph P. Lacher, President -FL Miami, Florida

(M)

EFFECTIVE: January 12, 2005July 26, 2004

G.General Regulations located in Section A2. of this Tariff will also apply to this service offering.

Material previously appearing on this page now appears on page(s) 26 of this section. Material previously appearing on this page now appears on page(s) 26 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

GENERAL SUBSCRIBER SERVICE TARIFF

SecondFirst Revised Page 26 Cancels First RevisedOriginal Page 26

(T)

ф

ф

EFFECTIVE: July 26, 2004 January 12, 2005

FLORIDA ISSUED: <u>December 27, 2004July 9, 2004</u> BY: Joseph P. Lacher, President -FL

TELECOMMUNICATIONS, INC.

Miami, Florida

BELLSOUTH

A24. EMERGENCY REPORTING SERVICES

A24.2 <u>BellSouth</u>9-1-1 PinPoint Service (Cont'd)

A24.2.2 Regulations (Cont'd)

F. Service charges, as specified in Section A4. of this Tariff, are applicable.

G. General Regulations located in Section A2. of this Tariff will also apply to this service offering.

- H. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 9-1-1 PinPoint <u>Service</u>. The provision of 9-1-1 PinPoint <u>Service</u> by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- I. The rates charged for 9-1-1 PinPoint Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgement of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.
- J. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint Service shall be limited to the terms set forth in this Section and other Sections of this Tariff. The Company shall neither be liable for damages resulting from or in connection with its provision of 9-1-1 PinPoint Service to any customer subscribing to 9-1-1 PinPoint Service or any person accessing or using 9-1-1 PinPoint Service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services.
- K. K.-Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, 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, or 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 9-1-1 PinPoint Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 9-1-1 PinPoint Service hereunder, and which arise 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.
- L. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Finally, the Customer shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services to the Customer.
- L. When an order for 9-1-1 PinPoint service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- M. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro-rate adjustment of the fixed monthly charges involved will be allowed as covered by Section A2, of this Tariff.
- N. In the event of any interruption of the service the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rate allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

0. Other Rules and Regulations located in A24.1, preceding will also apply to this service offering as appropriate.

A24.2.3 Payment Schedules

A.General

Material appearing on this page previously appeared on page(s) 25 of this section.

Material previously appearing on this page now appears on page(s) 26.1 of this section. Material appearing on this page previously appeared on page(s) 25 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

GENERAL SUBSCRIBER SERVICE TARIFF

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: December 27, 2004 July 9, 2004 BY: Joseph P. Lacher, President -FL Miami, Florida

EFFECTIVE: July 26, 2004 January 12, 2005

ØÞ

Material appearing on this page previously appeared on page(s) 25 of this section. Material previously appearing on this page now appears on page(s) 26.1 of this section. Material appearing on this page previously appeared on page(s) 25 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC. **FLORIDA** ISSUED: January 1, 2005 BY: Joseph P. Lacher, President -FL Miami, Florida

(NI)

an

EFFECTIVE: February 1, 2005

A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)

A24.2.2 Regulations (Cont'd)

- M. When an order for 9-1-1 PinPoint service and facilities or requests for additions, rearrangements, relocations or modifications (M)(T) or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or MOC <u>N.</u> willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2. of this Tariff. ഷന
- In the event of any interruption of the service the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service. MICT

P. Other Rules and Regulations located in A24.1. preceding will also apply to this service offering as appropriate.

Material appearing on this page previously appeared on page(s) 26 of this section.

BELLSOUTH TELECOMMUNICATIONS, INC.		GENERAL SUBSCRIBER SERVICE TARI	IFF	First RevisedOrig Cancels Orig		
BY: Josep	RIDA <u>December 27, 2004July 1, 1996</u> oh P. Lacher, President -FL ni, Florida		EFFECTIVE:	<u>January 12, 2005</u> J	luly 15, 1996	I
	A24.	EMERGENCY REPORTING SE	RVICES⁴		(N)	ф
A24.2	9-1-1 PinPoint* Service	e (Cont'd)				ф
A24.2	2.3 Payment Schedules (Cont'o	1)				ф
Α.	General (Cont'd)					а СС СС
	9-1-1 PinPoint* Service is offere	ed for a 60 month contract period at the rates and ior to 60 months will be subject to cancellation of		this sub-section.	9-1-1	ф
В.	Transfer of Contract					
	Service may be transferred to a n specified in Section A2. of this Ta	ew subscriber at the same location upon prior variff.	written concurrence b	y the new subscri	iber as	
C.	Deferred Payment					
	• • •	erred or installment billed as specified in Section	h A2. of this Tariff.			
D.						
	Recurring charges may be prepaid as specified in Section A2. of this Tariff.					
E.	Cancellation Charges		6.11 . CO			
	U 11	ied where service is removed prior to the expirat	ion of the 60 month c	contract period.		
F.	Moves of Service					ф
	•	tor moves 9-1-1 PinPoint [*] <u>S</u> ervice:				Ψ
	a. Cancellation charges do					
	b. 60 month rates in effect	•				.+.
		e nonrecurring charges do not apply.				ф
		e local channel charges apply as appropriate.				φ
A24.2	2.4 Rates and Charges					
А.	9-1-1 PinPoint [*] Service					ф
	1. Installation Charge, Per Cus	tomer				
			Nonrecurring Charge	Monthly Rate	USOC	
		station records, per customer	\$3,600.00 4.800.00	S -	E8YN1 E8YN2	
		00 station records, per customer ore station records, per customer	4,800.00 5,900.00	-	E8YN3	
		Monthly Charges, per 1,000 records	5,5000			
		station records, per 1,000 records	-	178.00	E8Y61	_
	Note 1: T	ext is shown as new due to reissue of all Tariff ere made with this filing.	Sections. No change	es in rates or regu	llations	

EFFECTIVE: January 12, 2005 July 16, 2002

A24. EMERGENCY REPORTING SERVICES

(T)

CONTENTS

A24.1 U	Iniversal Emergency Number Service - 911	1 .	
A24.1.1	General (Basic and Enhanced 911)	1	
A24.1.2	Rules and Regulations	2	
A24.1.3	Reserved for Future Use	6	
A24.1.4	Enhanced Universal Emergency Number Service - E911	6	
A24.1.5	Wireless E911 Phase 2	24	(N)
	BellSouth 9-1-1 PinPoint* Service	25	т , ф
A24.2.1	General	25	(Ŧ)
A24.2.2	Regulations	25	(T)
A24.2.3	Payment Schedules	<u>2726</u>	ф
A24.2.4	Rates and Charges	27	•

(T)

(T)

(T)

(T)

A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service

A24.2.1 General

- A. 9-1-1 PinPoint Service allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).
- **B.** 9-1-1 PinPoint Service is available with BellSouth Primary Rate ISDN (PRI) or **9-1-1** PinPoint Service Local Channels as (T) described in this section. **9-1-1** PinPoint Service Local Channels are not required if using BellSouth PRI service.

A24.2.2 Regulations

- A. 9-1-1 PinPoint Service is furnished subject to the availability of facilities.
- **B.** Automatic Number Identification (ANI) which is passed to the Company E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.
- **C.** The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from 9-1-1 PinPoint Service locations will be handled.
- **D.** The following specifications must be met when provisioning this service:
 - 1. Subscribers to 9-1-1 PinPoint Service must meet all BellSouth technical specifications.
 - 2. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.
 - 3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.
 - 9-1-1 PinPoint Service is configured on a "per account" basis. All telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account equipped with 9-1-1 PinPoint Service must be provisioned with 9-1-1 PinPoint Service. The Customer cannot randomly select which telephone numbers on an account will have the Service.
 - Users of 9-1-1 PinPoint Service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint Service customer is responsible for ensuring that 9-1-1 PinPoint Service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.
 - 6. The PBX switch must employ BellSouth Direct Inward Dial (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be 9-1-1 PinPoint Local Channels or PRI). 9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers.
 - 7. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating (T) under such system.
- **E.** The PBX switch owner/operator must install a minimum of two private E911 local channels (except for PRI) with the following specifications:
 - 1. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem.
 - 2. The PBX switch owner/operator is responsible for determining that *his* terminal equipment is compatible with this local channel.
 - 3. Supervision on this 9-1-1 PinPoint service *L*ocal *C*hannel will be loop reverse battery. The battery source is located in the Company's network and will be a nominal -48V(-42.75V to -56.5V dc).
 - 4. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).
 - 5. Additional regulations may be applicable as described in Section B3. of the Company's Private Line Service Tariff.
 - 7. Required network interfaces are located in Section A14. of this Tariff.

Material previously appearing on this page now appears on page(s) 26 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

(T)

(T)

(M)

(M)

A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)

A24.2.2 Regulations (Cont'd)

- F. Service charges, as specified in Section A4. of this Tariff, are applicable.
- G. General Regulations located in Section A2. of this Tariff will also apply to this service offering.
- H. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 9-1-1 PinPoint Service. The provision of 9-1-1 PinPoint Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- I. The rates charged for 9-1-1 PinPoint Service do not contemplate the constant monitoring or inspection of facilities to discover (T) errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgement of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.
- J. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint Service shall be limited to the terms set forth in this Section and other Sections of this Tariff. The Company shall neither be liable for damages resulting from or in connection with its provision of 9-1-1 PinPoint Service to any customer subscribing to 9-1-1 PinPoint Service or any person accessing or using 9-1-1 PinPoint Service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 Service or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services.
- K. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, 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, or 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 9-1-1 PinPoint Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 9-1-1 PinPoint Service hereunder, and which arise 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.
- L. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and (N) that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Finally, the Customer shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services to the Customer.

(M)

Material appearing on this page previously appeared on page(s) 25 of this section. Material previously appearing on this page now appears on page(s) 26.1 of this section.

(N)

(N)

(M)(T)

A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)

A24.2.2 Regulations (Cont'd)

- M. When an order for 9-1-1 PinPoint Service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- N. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2. of this Tariff.
- O. In the event of any interruption of the service the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.
- *P*. Other Rules and Regulations located in A24.1. preceding will also apply to this service offering as appropriate.

Material appearing on this page previously appeared on page(s) 26 of this section.

E8YN3

E8Y61

-

178.00

(c)

(a)

2.

4,001 or more station records, per customer

Up to 1,000 station records, per 1,000 records

60 Month Contract Period - Monthly Charges, per 1,000 records

	A24. EMERGENCY REPORTING SERVICES	(T)
A24.2	BellSouth 9-1-1 PinPoint Service (Cont'd)	(T)
	2.3 Payment Schedules	(T)
А.	General	(T)
	9-1-1 PinPoint Service is offered for a 60 month contract period at the rates and charges indicated in this sub-section. 9-1-1 PinPoint Service disconnected prior to 60 months will be subject to cancellation charges.	(T)
В.	Transfer of Contract	
	Service may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber as specified in Section A2. of this Tariff.	
C.	Deferred Payment	
	Nonrecurring charges may be deferred or installment billed as specified in Section A2. of this Tariff.	
D.	Prepayment	
	Recurring charges may be prepaid as specified in Section A2. of this Tariff.	
Е.	Cancellation Charges	
	Cancellation charges will be applied where service is removed prior to the expiration of the 60 month contract period.	
F.	Moves of Service	
	1. When the PBX owner/operator moves 9-1-1 PinPoint Service:	(T)
	a. Cancellation charges do not apply	
	b. 60 month rates in effect will continue uninterrupted	
	c. 9-1-1 PinPoint Service nonrecurring charges do not apply.	(T)
	d. 9-1-1 PinPoint Service local channel charges apply as appropriate.	(T)
A24.	2.4 Rates and Charges	
А.	9-1-1 PinPoint Service	(T)
	1. Installation Charge, Per Customer	
	Nonrecurring Monthly Charge Rate USOC	
	(a) Up to 1,000 station records, per customer \$3,600.00 \$- E8YN1 (b) 1,001 to 4,000 station records, per customer 4,800.00 - E8YN2	

5,900.00

-

(T)

(T)

EFFECTIVE: January 12, 2005

A24. EMERGENCY REPORTING SERVICES

CONTENTS

A24.1 l	Jniversal Emergency Number Service - 911	1
A24.1.1	General (Basic and Enhanced 911)	1
A24.1.2	Rules and Regulations	2
A24.1.3	Reserved for Future Use	6
A24.1.4	Enhanced Universal Emergency Number Service - E911	6
A24.1.5	Wireless E911 Phase 2	24
A24.2	BellSouth 9-1-1 PinPoint Service	25
A24.2.1	General	25
A24.2.2	Regulations	25
A24.2.3	Payment Schedules	27
A24.2.4	Rates and Charges	27