David Christian Vice President Regulatory Affairs Florida



106 E. College Ave Tallahassee, Florida 32301 Telephone 850-224-3963 Fax 850-222-2912 david.christian@verizon.com

October 5, 2006

Ms. Beth W. Salak, Director Division of Competitive Markets and Enforcement Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Dear Ms. Salak:

Attached are new tariff pages filed to become part of the Verizon Florida Inc. General Services Tariff, Section A24 Emergency Reporting Services. See attachment A for impacted tariff pages.

The purpose of this filing is to offer an additional service, Subscriber Record Information Service (SRIS), to the E9-1-1 section of the tariff.

If you require additional information, please call Carlton Ball at (813) 483-2529.

Sincerely,

/s David M. Christian

David M. Christian Vice President Regulatory Affairs Florida

DMC:sv

Attachment A

.

Verizon Florida Inc. General Services Tariff

Section A24 Emergency Reporting Services 5th Revised Index Page 1

5th Revised Index Page 1 3rd Revised Page 1.1 1st Revised Page 1.4 1st Revised Page 1.8 3rd Revised Page 3.1 3rd Revised Page 6 4th Revised Page 10 3rd Revised Page 11 4th Revised Page 11.1

GENERAL SERVICES TARIFF

A24. EMERGENCY REPORTING SERVICES

CONTENTS

Page No.

A24.1 ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1

	A24.1.1	General	1	
	A24.1.2	Acronyms	1.1	
	A24.1.3	Definition of Terms	1.2	
	A24.1.4	Description of Service	1.9	
	A24.1.5	Rules and Regulations	2	
	A24.1.6	Wireless Regulations	4	
	A24.1.7	Customer Obligation	4	
	A24.1.8	Liability	6	
	A24.1.9	Service Rate Elements	7	
	A24.1.10	Rates and Charges	8.2	
A24.2	9-1-1 Subscriber Record Information Service			(N)
	A24.2.	Description of Service	10	
	A24.2.2	Rules and Regulations	10	
	A24.2.2 A24.23	Rates and Charges	11.1	(N)
	724.ZJ	Nates and Charges	11.1	(11)

A24.1 ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1 (Continued)

.2 Acronyms

ALI - Automatic Location Identification ANI - Automatic Number Identification CAD - Computer Aided Dispatch CALI - Centralized Automatic Location Identification CAS - Call Associated Signaling CLEC - Competitive Local Exchange Telecommunications Company CPE - Customer Premises Equipment CBN – Call Back Number DBMS – Data Base Management System DID - Direct Inward Dial **EMF** - Enhanced Multi-Frequency ERA - Emergency Response Agency ESN/ESZ - Emergency Service Number / Emergency Service Zone ESRD - Emergency Service Routing Digits ESRK - Emergency Service Routing Key FGD – Feature Group D ICB - Individual Case Basis MDN - Mobile Directory Number MF - Multi-Frequency MIN - Mobile Identification Number MPC - Mobile Position Center MSAG - Master Street Address Guide MSC - Mobile Switching Center NCAS - Non-Call Associated Signaling NENA - National Emergency Number Association NID - Network Interface Device pANI - Pseudo ANI PBX – Private Branch Exchange PDE - Position Determining Entity PSAP - Public Safety Answering Point PSP – Private Switch Provider PSTN - Public Switched Telephone Network SRDB – Selective Routing DataBase SRIS - Subscriber Record Information Service

SS7 – Signaling System 7

TOPS – Traffic Operator Position System

WSP – Wireless Service Provider

A24.1 ENHANCED EMERGENCY NUMBER SERVICE--E9-1-1 (Continued)

.3 Definition of Terms (Continued)

Dual Selective Routing

Dual Selective routing is provided using two Selective Routers (S/R) that mirror the E9-1-1 Call Delivery effort in order to provide diversity and a higher level of network reliability in the event of a major failure at one of the Selective Routers.

Emergency Response Agency (ERA)

An agency authorized to respond to emergencies initiated by 9-1-1 calls.

Emergency Service Number (ESN)/Emergency Service Zone (ESZ)

An ESN is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

Emergency Service Routing Digits (ESRD)

A pseudo ANI typically used with Call Associated Signaling (CAS) architecture that identifies the cell site or cell sector from which a wireless E9-1-1 call originates. The ESRD may also be used to retrieve the ALI associated with the wireless call.

Emergency Service Routing Key (ESRK)

A pseudo ANI typically used with Non-Call Associated Signaling (NCAS) which identifies a group of cell sites or cell sectors in a defined geographic area associated with an ESZ or group of ESZs. The ERSK may also be used to retrieve the ALI associated with the wireless call.

End Office

The Central Office(s) in the E9-1-1 System from which E9-1-1 calls are originated.

End User

An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.

Enhanced 9-1-1 (E9-1-1)

An emergency telephone system which may include network switching, database and CPE elements capable of providing (C) Selective Routing, Selective Transfer, Fixed Transfer, ANI, ALI, SRIS. (N)

Enhanced 9-1-1 Service Area

The geographic area in which the Customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

Enhanced Multi-Frequency (EMF)

The ability to pass 20-digits from the E9-1-1 Selective Router to the PSAP.

(N)

(N)

A24. EMERGENCY REPORTING SERVICES

A24.1 ENHANCED EMERGENCY NUMBER SERVICE--E9-1-1 (Continued)

.3 Definition of Terms (Continued)

Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)

An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7)

Subscriber

A person or business that orders access line service from a telephone company.

<u>Subscriber Record Information Service (SRIS)</u> An optional feature associated with Enhanced 911 Service which provides Verizon subscriber records.

Wireless E9-1-1 Area

The geographic area within which the Customer is requesting Wireless E9-1-1 Service.

Wireless Service Provider (WSP)

Cellular, satellite or other radio-based telephony or data transport commercial entity.

X, Y Coordinates

Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.

(C)

A24. EMERGENCY REPORTING SERVICES

A24.1 <u>ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1</u> (Continued)

.5 Rules and Regulations (Continued)

- u. E9-1-1 information consisting of the names, address, and telephone numbers of customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. C-ALI Service Information is provided on a call-by-call (C) basis only for the purpose of responding to emergency calls. Private and semiprivate telephone number service subscribers forfeit the privacy afforded by these services to the extent that the telephone number, address, and name of the subscriber is furnished to the Provider of Emergency Services.
- v. The Company is obligated, by the requirements of the Electronic Communications Privacy Act of 1986 (18 USC 2703), to take prudent action to protect its subscribers' rights to privacy and to protect its proprietary ALI databases. When the Company or other local exchange carrier provides the ALI controller service to the Customer's PSAP, these requirements are met by the direct control that the Company or other local exchange carrier retains over the ALI software.
- w. Any terminal equipment associated with the 911 call taker that is used in connection with E9-1-1 Service, whether such (N) equipment is provided by the Company or the Customer, shall be configured so that it is unable to extract any information from the ALI platform, whether obtained from the Company or not, other than information relating to a number of an in progress E9-1-1 call.
- x. Customer initiated changes and rearrangements to the MSAG that affect service address and ALI database records (e.g., street name and number changes, emergency services territorial or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates require a comparative listing of changes providing direct and individual reference to existing designations.
- y. The Company will provide to the Customer, on request, once per year, one copy of the MSAG at no charge, to be used solely for the verification of emergency services routing designations for E9-1-1 Services. The MSAG will be provided via electronic means only. Customers of ALI services may access their MSAG through electronic means, on a dialup basis at no additional charge. Additional copies will be provided on a non-regulated basis.
- z. Information concerning MSAG, error reports, and audit reports will be provided to the Customer upon request in the same media (either fax or via electronic means) as requested by the Customer. For information not provided as part of normal moves and changes or error correction, the Customer must provide that request in writing to the Company. One complete copy of the MSAG is available to the Customer on an annual basis as described above in A24.1.5y. The Company is restricted from providing information that is prohibited by Federal, State and Local laws.
- aa. Standard provision of E9-1-1 Service for Private Branch Exchange (PBX) subscribers includes only the ANI and ALI associated with the main listed number of the PBX and does not include the provision of PBX Station ANI and ALI information. Under special arrangement and configurations with the Customer and Company, Private Switch E9-1-1 Service can be provided whereby a Private Switch e.g., PBX Station E9-1-1 call with appropriate Private Switch ANI and ALI information is delivered to the PSAP. The Private Switch Provider (PSP) must utilize Direct Inward Dial (DID) station numbers and provide for the transmission of voice and Station ANI via a minimum of two dedicated facilities to the E9-1-1 network. In addition, the PSP must provide and periodically maintain the Private Switch Provider will be responsible for those charges associated with any required PBX enhancements; DID station numbers; trunking to access the E9-1-1 network; and the provision of the initial and ongoing Private Switch ALI information to the Company. The Customer will be responsible for those charges associated with Selective Routing and ALI Service for the Private Switch stations. Other provisions of this tariff section, A24 Emergency Reporting Services, will apply as appropriate.

A24.1 <u>ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1</u> (Continued)

.8 Liability

- a. The Company's entire liability to the Customer or any person for interruption or failure of E9-1-1 Service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This E9-1-1 Service is offered solely to assist the Customer in providing E9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer.
- b. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of E9-1-1 Service. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer.
- c. The Customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or Customer or any of their employees, directors, officers, or agents in connection with developing, adopting, implementing, maintaining, or operating the E9-1-1 system or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of the E9-1-1 Service.
- d. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
- e. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of E9-1-1 Service, including, by way of example and without limitation, when a call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons, and when a failure or interruption in E9-1-1 Service is due to the attachment of any equipment by a Customer to Company facilities.
- f. The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished subscriber information to emergency service providers responding to calls placed to an E9-1-1 Service or other providers using such information to provide E9-1-1 Service. (C)
- g. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E9-1-1 Service to any subscriber. It is the obligation of the Customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the Customer's service area. Neither the Customer nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the Customer's service area, or for calls originating from mobile/cellular telephones.
- h. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of Customer provided facilities or equipment.
- i. 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 Customer or the failure of the facilities provided by the Customer, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2 of this tariff. Where allowances on monthly charges for service elements of E9-1-1 Service are involved, only those service elements which are affected by the interrupted service shall be considered; and, further, only those access lines that have interrupted service shall be considered in determining the number of access lines affected.

A24.2 <u>Subscriber Record Information Service</u>

.1 Description of Service

- a. Subscriber Record Information Service (SRIS) is an optional feature of Enhanced 9-1-1 Service. SRIS provides subscriber's telephone numbers, with the associated name and service address, within designated NPA-NXXs. SRIS provides the Customer with:
 - (1) An initial electronic file containing records available in the existing 9-1-1 ALI Database Administration System.
 - (2) Records of ongoing additions, deletions, or changes to Company Subscriber names addresses or telephone numbers, from other Company Information System(s).

2. Rules and Regulations ¹

- a. Data format including method of encryption, transmission protocols and transport medium are as specified by the Company and require compatible Customer Premises Equipment. Upon request, the Company will provide all applicable specifications.
- b. When this service is used in lieu of the Automatic Location Identification (ALI) Database Administration Service (as described in Section 24.1.4.e2 of this tariff) the following Services are not available: Dual Selective Routing, Selective Transfer, C-ALI Storage & Processing, Private Switched Automatic Location Identification and Emergency Service Listings. If this Service alters an existing 9-1-1 Service arrangement(s) of other governmental agency(s), it is the obligation of the Customer to provide the Company with agreement(s) from affected governmental agency(s) prior to the establishment of the Service.
- c. The Service is provided by NPA-NXXs assigned to Company Central Offices. A Company Central Office serving boundary may not coincide with the Customer's geographic jurisdiction.
- d. In addition to Company subscriber records, the initial electronic file may contain customer records of participating Service Provider subscribers stored in the 9-1-1 ALI Database Administration System. The Company will provide such information upon receipt of written authorization from the participating Service Provider(s). It is the Customer's responsibility to provide the Company with written authorization from Service Provider(s).
- e. Recurring updates are provided for Company Subscribers only. It is the Customer's responsibility to make arrangements with other Service Provider(s) and Private Telecommunications System Owner(s) to obtain update information for other subscribers. This Service does not include any Company provided coordination and/or consultation activities associated with Customer acquisition of such information.
- f. All records provided by the Company will not be retained within Company Information Systems after they are provided to the Customer.

¹ These Rules and Regulations listed are in addition to those provided in Section A24.1 preceding.

ALAN F. CIAMPORCERO, PRESIDENT TAMPA, FLORIDA (N)

A24.2 <u>Subscriber Record Information Service</u>¹ (Continued)

2. Rules and Regulations (Continued)

- g. This Service includes the provisioning of records containing the name, telephone number and location of non listed and non published Subscribers.
- h. All information, data and other materials are provided by the Company "as is." The Service does not include modification by the Company of information with respect to any Street Address Guide or any other instrumentality associated with Emergency Services or Emergency Support Services. The Company makes absolutely no express or implied warranties whatsoever regarding the completeness or accuracy of the information provided or the technical quality of any media supplied hereunder, including but not limited to implied warranties or merchantability or fitness for a particular purpose.
- i. The Company hereby grants to the Customer a non-exclusive limited license to use the information provided by this Service solely for the purposes of the Customer providing Emergency Services or Emergency Support Services, or as otherwise required under applicable law, regulation, or judicial or regulatory order. The Customer shall not sell, lease, grant, copy, publish, reproduce, disclose, allow access to or sub-license the information provided by the Service to any other Party, except the Customer's duly authorized agents, without the written consent of the Company or as otherwise provided herein. Under no circumstances shall the information provided by the Services be used or disclosed by the Customer or by the Customer's duly authorized agents in any manner for purposes other than providing Emergency Services or Emergency Support Services.
- j. The Customer acknowledges and agrees that information provided by the Services is Confidential Information of the Company and shall not be used or disclosed by the Customer except as provided herein or as otherwise required under applicable law, regulation, or judicial or regulatory orders. In addition, the Customer agrees to conduct training to impress upon personnel the sensitive nature of the information provided with the Service and their legal obligation to protect it from unauthorized access.
- k. The Customer warrants and represents that the Customer presently either is not subject to any Federal, State or Local Public Information Law or Regulation (e.g., by way of example and not as a limitation, Public Access to Records Law, "Freedom of Information" Law, or "Government in the Sunshine" Law) which would require or permit the Customer to provide access to information provided by the Service other than as set forth herein or, if the Customer is subject to such public information law or regulation, that such information is exempt from disclosure pursuant to such law or regulation.
- It is agreed that a violation by the Customer of any of the provisions of this tariff may cause irreparable harm and injury to the Company, and that the Company shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Customer or the Customer's agent from doing or continuing to do any such act and any other violations or threatened violations of rules and regulations in this tariff.
- m. The Customer's obligations as described herein in regulations 2.i through 2.I shall survive expiration or termination of this Service.

¹ These Rules and Regulations listed are in addition to those provided in Section A24.1 preceding.

(N)

GENERAL SERVICES TARIFF

(N)

A24. EMERGENCY REPORTING SERVICES

A24.2 Subscriber Record Information Service (Continued)

3. <u>Rates and Charges</u>

		Non Recurring Rate	Monthly Rate	
а.	Initial Electronic File of Subscriber Record Information	\$4,013.07		
b.	Recurring Updates of Subscriber Record information			
	per 1,000 Company Subscriber Access Lines ¹		\$ 2.40	
	Access Arrangement to Company Records	172.50	46.00	(N)

¹ The per 1,000 rate is based on the maximum number of Company subscriber access lines in service within the geographical (N) boundaries of the Customer's public safety jurisdiction at the time of service establishment. These counts will be adjusted annually for purposes of updating customer billing. A minimum of 1,000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used.

GENERAL SERVICES TARIFF

A24. EMERGENCY REPORTING SERVICES

<u>CONTENTS</u>

Page No.

A24.1 ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1

	A24.1.1	General	1
	A24.1.2	Acronyms	1.1
	A24.1.3	Definition of Terms	1.2
	A24.1.4	Description of Service	1.9
	A24.1.5	Rules and Regulations	2
	A24.1.6	Wireless Regulations	4
	A24.1.7	Customer Obligation	4
	A24.1.8	Liability	6
	A24.1.9	Service Rate Elements	7
	A24.1.10	Rates and Charges	8.2
A24.2	<u>9-1-1 Subs</u>	scriber Record Information Service	

A24.2	9-1-1 Subscriber Record Information Service			<u>(N)</u>
	A24.2.	Description of Service	10	
	A24.2.2	Rules and Regulations	10	
	A24.23	Rates and Charges	11.1	<u>(N)</u>

A24.1 <u>ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1</u> (Continued)

ALI - Automatic Location Identification

.2 Acronyms

ANI - Automatic Number Identification CAD - Computer Aided Dispatch CALI - Centralized Automatic Location Identification CAS - Call Associated Signaling CLEC – Competitive Local Exchange Telecommunications Company **CPE** - Customer Premises Equipment CBN - Call Back Number DBMS – Data Base Management System DID - Direct Inward Dial **EMF** - Enhanced Multi-Frequency ERA - Emergency Response Agency ESN/ESZ - Emergency Service Number / Emergency Service Zone ESRD - Emergency Service Routing Digits ESRK - Emergency Service Routing Key FGD – Feature Group D ICB - Individual Case Basis MDN - Mobile Directory Number MF - Multi-Frequency MIN - Mobile Identification Number MPC - Mobile Position Center MSAG - Master Street Address Guide MSC - Mobile Switching Center NCAS - Non-Call Associated Signaling NENA - National Emergency Number Association NID - Network Interface Device pANI - Pseudo ANI PBX – Private Branch Exchange PDE - Position Determining Entity PSAP - Public Safety Answering Point PSP – Private Switch Provider PSTN - Public Switched Telephone Network SRDB – Selective Routing DataBase SRIS - Subscriber Record Information Service SS7 – Signaling System 7 TOPS - Traffic Operator Position System WSP - Wireless Service Provider

A24.1 ENHANCED EMERGENCY NUMBER SERVICE--E9-1-1 (Continued)

.3 Definition of Terms (Continued)

Dual Selective Routing

Dual Selective routing is provided using two Selective Routers (S/R) that mirror the E9-1-1 Call Delivery effort in order to provide diversity and a higher level of network reliability in the event of a major failure at one of the Selective Routers.

Emergency Response Agency (ERA)

An agency authorized to respond to emergencies initiated by 9-1-1 calls.

Emergency Service Number (ESN)/Emergency Service Zone (ESZ)

An ESN is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

Emergency Service Routing Digits (ESRD)

A pseudo ANI typically used with Call Associated Signaling (CAS) architecture that identifies the cell site or cell sector from which a wireless E9-1-1 call originates. The ESRD may also be used to retrieve the ALI associated with the wireless call.

Emergency Service Routing Key (ESRK)

A pseudo ANI typically used with Non-Call Associated Signaling (NCAS) which identifies a group of cell sites or cell sectors in a defined geographic area associated with an ESZ or group of ESZs. The ERSK may also be used to retrieve the ALI associated with the wireless call.

End Office

The Central Office(s) in the E9-1-1 System from which E9-1-1 calls are originated.

End User

An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.

Enhanced 9-1-1 (E9-1-1)

An emergency telephone system which <u>may</u> includes network switching, database and CPE elements capable of providing (C) Selective Routing, Selective Transfer, Fixed Transfer, ANI, and ALI, <u>SRIS</u>.

Enhanced 9-1-1 Service Area

The geographic area in which the customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

Enhanced Multi-Frequency (EMF)

The ability to pass 20-digits from the E9-1-1 Selective Router to the PSAP.

(M) Material previously appeared on 1st Revised Page 6.

A24.1 <u>ENHANCED EMERGENCY NUMBER SERVICE--E9-1-1</u> (Continued)

.3 Definition of Terms (Continued)

Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)

An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7)

Subscriber

A person or business that orders access line service from a telephone company.

Subscriber Record Information Service (SRIS) An optional feature associated with Enhanced 911 Service which provides Verizon subscriber records.

<u>(N)</u> (N)

Wireless E9-1-1 Area

The geographic area within which the customer is requesting Wireless E9-1-1 Service.

Wireless Service Provider (WSP)

Cellular, satellite or other radio-based telephony or data transport commercial entity.

X, Y Coordinates

Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.

(M) Material previously appeared on 1st Revised Page 7.

A24.1 ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1 (Continued)

.5 Rules and Regulations (Continued)

- u. E9-1-1 information consisting of the names, address, and telephone numbers of customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. <u>C-ALI Service Information is will be</u>-provided on a call-by-call basis only for the purpose of responding to emergency calls. <u>The E9-1-1 calling party forfeits the privacy afforded by Pp</u>rivate and semiprivate telephone number service <u>subscribers forfeit the privacy afforded by these services</u> to the extent that the telephone number, address, and name <u>of the subscriber</u> associated with the originating station location is furnished to the Provider of Emergency Services. <u>SAP</u>.
- v. The Company is obligated, by the requirements of the Electronic Communications Privacy Act of 1986 (18 USC 2703), to take prudent action to protect its subscribers' rights to privacy and to protect its proprietary ALI databases. When the Company or other local exchange carrier provides the ALI controller service to the customer's PSAP, these requirements are met by the direct control that the Company or other local exchange carrier retains over the ALI software.
- w. Any terminal equipment <u>associated with the 911 call taker that is</u> used in connection with E9-1-1 Service, whether such (N) equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the ALI platform, whether obtained from the Company or not, other than information relating to a number of an in progress E9-1-1 call.
- x. Customer initiated changes and rearrangements to the MSAG that affect service address and ALI database records (e.g., street name and number changes, emergency services territorial or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates require a comparative listing of changes providing direct and individual reference to existing designations.
- y. The Company will provide to the customer, on request, once per year, one copy of the MSAG at no charge, to be used solely for the verification of emergency services routing designations for E9-1-1 Services. The MSAG will be provided via electronic means only. Customers of ALI services may access their MSAG through electronic means, on a dialup basis at no additional charge. Additional copies will be provided on a non-regulated basis.
- z. Information concerning MSAG, error reports, and audit reports will be provided to the customer upon request in the same media (either fax or via electronic means) as requested by the customer. For information not provided as part of normal moves and changes or error correction, the customer must provide that request in writing to the Company. One complete copy of the MSAG is available to the customer on an annual basis as described above in A24.1.5y. The Company is restricted from providing information that is prohibited by Federal, State and Local laws.
- aa. Standard provision of E9-1-1 Service for Private Branch Exchange (PBX) subscribers includes only the ANI and ALI associated with the main listed number of the PBX and does not include the provision of PBX Station ANI and ALI information. Under special arrangement and configurations with the Customer and Company, Private Switch E9-1-1 Service can be provided whereby a Private Switch e.g., PBX Station E9-1-1 call with appropriate Private Switch ANI and ALI information is delivered to the PSAP. The Private Switch Provider (PSP) must utilize Direct Inward Dial (DID) station numbers and provide for the transmission of voice and Station ANI via a minimum of two dedicated facilities to the E9-1-1 network. In addition, the PSP must provide and periodically maintain the Private Switch Provider will be responsible for those charges associated with any required PBX enhancements; DID station numbers; trunking to access the E9-1-1 network; and the provision of the initial and ongoing Private Switch ALI information to the Company. The Customer will be responsible for those charges associated with Selective Routing and ALI Service for the Private Switch stations. Other provisions of this tariff section, A24 Emergency Reporting Services, will apply as appropriate.

<u>(Ç)</u>

A24.1 <u>ENHANCED EMERGENCY NUMBER SERVICE -- E9-1-1</u> (Continued)

- .8 Liability
 - a. The Company's entire liability to the customer or any person for interruption or failure of E9-1-1 Service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This E9-1-1 Service is offered solely to assist the customer in providing E9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.
 - b. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of E9-1-1 Service. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.
 - c. The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or customer or any of their employees, directors, officers, or agents in connection with developing, adopting, implementing, maintaining, or operating the E9-1-1 system or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of the E9-1-1 Service.
 - d. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
 - e. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of E9-1-1 Service, including, by way of example and without limitation, when a call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons, and when a failure or interruption in E9-1-1 Service is due to the attachment of any equipment by a customer to Company facilities.
 - f. The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished subscriber information to emergency service providers responding to calls placed to an E9-1-1 Service or <u>other-hest</u> providers using such information to provide E9-1-1 Service. (C)
 - g. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E9-1-1 Service to any subscriber. It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the customer's service area. Neither the customer nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the customer's service area, or for calls originating from mobile/cellular telephones.
 - h. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of customer provided facilities or equipment.
 - i. 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 customer or the failure of the facilities provided by the customer, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2 of this tariff. Where allowances on monthly charges for service elements of E9-1-1 Service are involved, only those service elements which are affected by the interrupted service shall be considered; and, further, only those access lines that have interrupted service shall be considered in determining the number of access lines affected.

A24.2 Subscriber Record Information Service

<u>(N)</u>

.1 Description of Service

- a. Subscriber Record Information Service (SRIS) is an optional feature of Enhanced 9-1-1 Service. SRIS provides subscriber's telephone numbers, with the associated name and service address, within designated NPA-NXXs. SRIS provides the Customer with:
 - (1) An initial electronic file containing records available in the existing 9-1-1 ALI Database Administration System.
 - (2) Records of ongoing additions, deletions, or changes to Company Subscriber names addresses or telephone numbers, from other Company Information System(s).

2. Rules and Regulations 1

- a. Data format, transmission protocols and transport medium are as specified by the Company and require compatible Customer Premises Equipment. Upon request, the Company will provide all applicable specifications.
- b. When this service is used in lieu of the Automatic Location Identification (ALI) Database Administration Service (as described in Section 24.1.4.e2 of this tariff) the following Services are not available: Dual Selective Routing, Selective Transfer, C-ALI Storage & Processing, Private Switched Automatic Location Identification and Emergency Service Listings. If this Service alters an existing 9-1-1 Service arrangement(s) of other governmental agency(s), it is the obligation of the Customer to provide the Company with agreement(s) from affected governmental agency(s) prior to the establishment of the Service.
- c. The Service is provided by NPA-NXXs assigned to Company Central Offices. A Company Central Office serving boundary may not coincide with the Customer's geographic jurisdiction.
- d. In addition to Company subscriber records, the initial electronic file may contain customer records of participating Service Provider subscribers stored in the 9-1-1 ALI Database Administration System. The Company will provide such information upon receipt of written authorization from the participating Service Provider(s). It is the Customer's responsibility to provide the Company with written authorization from Service Provider(s).
- e. Recurring updates are provided for Company Subscribers only. It is the Customer's responsibility to make arrangements with other Service Provider(s) and Private Telecommunications System Owner(s) to obtain update information for other subscribers. This Service does not include any Company provided coordination and/or consultation activities associated with Customer acquisition of such information.
- <u>f.</u> All records provided by the Company will not be retained within Company Information Systems after they are provided to the Customer.

1 These Rules and Regulations listed are in addition to those provided in Section A24.1 preceding.

<u>(N)</u>

(N)

A24. EMERGENCY REPORTING SERVICES

A24.2 Subscriber Record Information Service 1 (Continued)

2. Rules and Regulations (Continued)

- g. This Service includes the provisioning of records containing the name, telephone number and location of non listed and non published Subscribers.
- h. All information, data and other materials are provided by the Company "as is." The Service does not include modification by the Company of information with respect to any Street Address Guide or any other instrumentality associated with Emergency Services or Emergency Support Services. The Company makes absolutely no express or implied warranties whatsoever regarding the completeness or accuracy of the information provided or the technical quality of any media supplied hereunder, including but not limited to implied warranties or merchantability or fitness for a particular purpose.
- i. The Company hereby grants to the Customer a non-exclusive limited license to use the information provided by this Service solely for the purposes of the Customer providing Emergency Services or Emergency Support Services, or as otherwise required under applicable law, regulation, or judicial or regulatory order. The Customer shall not sell, lease, grant, copy, publish, reproduce, disclose, allow access to or sub-license the information provided by the Service to any other Party, except the Customer's duly authorized agents, without the written consent of the Company or as otherwise provided herein. Under no circumstances shall the information provided by the Services be used or disclosed by the Customer or by the Customer's duly authorized agents in any manner for purposes other than providing Emergency Services or Emergency Support Services.
- j. The Customer acknowledges and agrees that information provided by the Services is Confidential Information of the Company and shall not be used or disclosed by the Customer except as provided herein or as otherwise required under applicable law, regulation, or judicial or regulatory orders. In addition, the Customer agrees to conduct training to impress upon personnel the sensitive nature of the information provided with the Service and their legal obligation to protect it from unauthorized access.
- k. The Customer warrants and represents that the Customer presently either is not subject to any Federal, State or Local Public Information Law or Regulation (e.g., by way of example and not as a limitation, Public Access to Records Law, "Freedom of Information" Law, or "Government in the Sunshine" Law) which would require or permit the Customer to provide access to information provided by the Service other than as set forth herein or, if the Customer is subject to such public information law or regulation, that such information is exempt from disclosure pursuant to such law or regulation.
- It is agreed that a violation by the Customer of any of the provisions of this tariff may cause irreparable harm and injury to the Company, and that the Company shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Customer or the Customer's agent from doing or continuing to do any such act and any other violations or threatened violations of rules and regulations in this tariff.
- m. The Customer's obligations as described herein in regulations 2.i. through 2.l. shall survive expiration or termination of this Service.

<u>1</u> These Rules and Regulations listed are in addition to those provided in Section A24.1 preceding.

(N) Subscriber Record Information Service (Continued) A24.2 3. Rates and Charges Non Recurring Monthly Rate Rate a. Initial Electronic File of Subscriber Record Information \$4,013.07 Recurring Updates of Subscriber Record information b. per 1,000 Comapny Subscriber Access Lines 1 \$ 2.40 (N) Access Arrangement to Company Records 172.50 46.00

The per 1,000 rate is based on the maximum number of Company subscriber access lines in service within the geographical (N) boundaries of the customer's public safety jurisdiction at the time of service establishment. These counts will be adjusted annually for purposes of updating customer billing. A minimum of 1,000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used.