

PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION 9-1-1 - EMERGENCY SERVICE

LIST OF EFFECTIVE SHEETS

Sheets A through 9 of this schedule are effective as of the date shown on each sheet. Original or revised sheets contain all material including changes from the original schedule that are in effect on the date thereof.

<u>Sheet</u>	<u>Original or Number of Revision</u>	
A	Original	*
B	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*

* Denotes change

Language in this section is equivalent to Section A20..

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PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION 9-1-1 - EMERGENCY SERVICE

(N)

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I. DESCRIPTION OF SERVICE

Private Switch/Automatic Location Identification Service ("PS/ALI" or "Service") is a 9-1-1 service available to Customer who is an Owner or Lessee of a Private Switch ("PS"). A PS is a Multi Line Telephone System (MLTS) such as a Private Branch Exchange (PBX) (hereto referred to as a "Private Switch" or "PS") where such Private Switch is located on the Customer's premise. For purposes of this PS/ALI Service only, CentraNet® Service may also be referred to as a Private Switch. Private Switch refers to a communications system for a business or organization which provides a group of telephone users connection to a common group of exchange lines. Dialing an access code (e.g., 9) connects the individual user's phone to the public switched network. PS/ALI Service provides the Customer with the ability to store, in the Company E9-1-1 Centralized Automatic Location Identification Database, location information for Customer's PS Station Users who connect to a Private Switch thereby enabling a Public Safety Answering Point (PSAP) to receive specific location information of a 9-1-1 call originating from the Private Switch.

PS/ALI Service does not include any Customer Premises Equipment (CPE) nor does it include any services such as local exchange or access service¹. The Customer is responsible for any CPE, local exchange or access service¹ which is required to enable the PS Station User to complete 9-1-1 calls to a Public Safety Answering Point (PSAP). Customer's selected CPE, local exchange or access service must be compatible with the Company's PS/ALI and E 9-1-1 Services. The routing of 9-1-1 calls originating from the PS is determined and addressed by E9-1-1 Service as defined in Schedule Cal. P.U.C. No. Section A-20a of the tariff.

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¹ Customer may purchase local exchange or access services from Company pursuant to the rates, terms and conditions of Company's Tariffs and/or ILEC Product Guide. For use with this PS/ALI Service only, the PS/ALI Service Customer may purchase E9-1-1 Trunk services from the Company's E9-1-1 service tariff, Schedule Cal. P.U.C. No. Section A-20a.

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PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION 9-1-1 - EMERGENCY SERVICE

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II. REGULATIONS

A. DEFINITIONS

Automatic Location Identification (ALI) - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

E 9-1-1 Automatic Location Identification (ALI) Database - The set of ALI records residing on a computer system.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities.

National Emergency Number Association (NENA) - The National Emergency Number Association is a not-for-profit corporation. NENA is a networking source and promotes research, planning and training. NENA strives to educate, recommend standards, and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

Private Switch – Also referred to as “PS” in this tariff. A PS is a Multi Line Telephone System (MLTS) such as a Private Branch Exchange (PBX) where such Private Switch is located on the Customer's premise.

Private Switch Station User - an individual permitted or authorized by Customer to use Customer's Private Switch to place calls including 9-1-1 calls.

PS/ALI Service Customer - also referred to as “Customer” in this Tariff. The PS/ALI Service Customer is an Owner or Lessee of a Multi Line Telephone System (MLTS) such as a Private Branch Exchange (PBX) (hereto refer to as a “Private Switch”).

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls.

Service - for purposes of this Tariff, Service is Private Switch/Automatic Location Identification (PS/ALI) Service provided to the PS/ALI Service Customer.

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II. REGULATIONS (Continued)

B. AVAILABILITY

This Service is available only in certain geographic areas in California where the Company provides 9-1-1 Centralized Automatic Location Identification Services to a PSAP or other authorized E9-1-1 Service Customer as defined in Schedule Cal. P.U.C. No. A-20a.

This Service is provided on a month-to-month basis. A minimum service period of one month applies for this Service.

C. ROLES AND RESPONSIBILITIES

1. This Tariff, including Customer's purchase and use of Service under this Tariff, shall be subject to, and shall comply with all applicable Local, State (including but not limited to California Public Utilities Code Sections 2872 and 2891.1) and Federal Laws, Regulations, Policies and Procedures of the PSAP or authorized E9-1-1 Service Customer.
2. Customer is responsible for all testing that is required to verify that Customer's PS Station Users' 9-1-1 calls properly route to the appropriate PSAP and that all of Customer's PS station Users' telephone number and address information displayed at the PSAP are correct.

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II. REGULATIONS (Continued)

C. ROLES AND RESPONSIBILITIES (Cont'd)

3. Roles & Responsibilities for Telephone Number Administration:

Customer will provide a National Emergency Number Association (NENA) Identification Designation which will be used by the Company to identify telephone numbers assigned to the Private Switch.

Customer will identify and provide to Company all telephone numbers associated with the Private Switch and advise the Company of any ongoing changes of telephone numbers.

All telephone numbers used by the Private Switch must be part of North American Number Plan and native to the local exchange network serving the geographic area of the designated PSAP where 9-1-1 calls will be routed.

If Customer's local exchange voice service provider for the Private Switch is a provider other than Company, Customer is responsible for notifying the applicable local exchange service provider, obtaining its concurrence to permit all telephone numbers to be assigned Customer's NENA Identification Designation and making all other necessary arrangements to enable Company to provide the PS/ALI Service.

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II. REGULATIONS (Continued)

D. LIMITATIONS OF LIABILITY

1. The Company's liability for interruption, failure, errors, acts, omissions or other occurrences related to PS/ALI Service shall be limited in the same manner as the Company's liability is limited for 9-1-1 service in Section VII of the Company's 9-1-1 Service tariff, Schedule Cal. P.U.C A-20a and as set forth in any other applicable section of the Company's tariffs, Verizon California Inc. Product Guide, and in the statutes.
2. The Customer is solely responsible for the PS Station User ALI Record that is transmitted to the database. Neither the Company nor the State of California 9-1-1 Program Office nor the 9-1-1 County Coordinator will be responsible for the accuracy of the PS Station User's ALI Record information beyond assigning the correct ESN from the MSAG, and in transmitting each record as received from the Customer to the PSAP attendant's display upon receipt of a 9-1-1 call from that PS Station User.
3. Information obtained from the database in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PS End User telephone number with his/her name or address shall be secured by the 9-1-1 Customer and disposed of in a manner that will retain the security.
4. The rates charged for the Service do not include, and Company does not undertake, the tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the service. Customer has the responsibility for reporting all errors, defects and malfunctions to Company.

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II. REGULATIONS (Continued)

D. LIMITATIONS OF LIABILITY (Cont'd)

5. The Service, offered under this tariff, is provided for the benefit of the Customer. The provision of the Service shall not be interpreted construed or regarded as being either expressly or impliedly for the benefit of, or creating any obligation toward, any person or legal entity other than the Customer. The Company's tort liabilities, if any, to third parties shall be limited to instances in which the Company's conduct constitutes gross negligence or willful or wanton misconduct.
6. The Company's liability, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the pro rated portion of the charges for the Service for the time period during which the Service provided pursuant to this tariff is inoperative, but not to exceed in total Company's charges to the Customer. Under no circumstance shall Company be responsible or liable for indirect, incidental or consequential damages, including, but not limited to, damages arising from the use or performance of the equipment or software, or the loss of use of the software or equipment, and accessories attached thereto, delay, error or loss of data. In connection with this limitation of liability, the parties recognize that Company may, from time to time, provide advice, make recommendations or supply other analysis related to the equipment or services described in this agreement, and, while Company shall use its best efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations and analysis.
7. Company shall not be liable or responsible for any failure of the 9-1-1 system to provide accurate ALI for calls originating from the Customer's subscribers, when the associated ALI has been provided by the Customer to Company.

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II. REGULATIONS (Continued)

D. LIMITATIONS OF LIABILITY (Cont'd)

8. To the extent not expressly prohibited by law, Customer shall hold harmless and indemnify Company from and against any and all claims, demands, causes of action, any liabilities whatsoever, including costs, expenses and reasonable attorney's fees, incurred as a result of personal injury, bodily injury or property damage and any penalties and fines, arising out of, in connection with, or resulting from the acts or omissions by Customer in failing to provide customer data to Company for inclusion in Company's E9-1-1 System or for inaccuracies contained in the customer data provided to Company for inclusion in the E9-1-1 database.
9. To the extent not expressly prohibited by law, Customer agrees to indemnify, save and hold Company harmless from any and all claims for injury or damage of any nature arising out of or as a result of any act or omission of Customer and its respective employees, directors, officers or agents in connection with the implementation, or the provision of, the E9-1-1 system.
10. All information obtained from Customer for inclusion in Company's E9-1-1 database shall be used solely for emergency service purposes. Customer shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone number and address of any of its subscribers in the database created by Customer for inclusion in Company's database records.

E. TERMINATION AND CANCELLATION

Customers may terminate Service at any time by providing written notice to Company. Customer is responsible for payment of billed Service charges. There is no refund of Service charges in the event Customer terminates Service after service is installed. Upon termination, the Customer must remove all location information associated with its NENA Identification designation.

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II. REGULATIONS (Continued)

F. APPLICATION FOR SERVICE

Application for this Service must be in writing from the PS/ALI Customer. For the sole purpose of this Section F only, namely initially contacting the Company to apply for the Service, Customer's writing may be an electronic mail (email) communication to the applicable Company contact. Upon receipt of Customer's initial request, Company will provide Customer with the Company's PS/ALI Service informational package, which Customer must complete and return to Company's designated contact (as included in the informational package). The PS/ALI Service informational package will request certain information from Customer needed in order for Company to provide the Service, including, for example:

- NENA Identification Designation;
- All telephone numbers to be included in this service arrangement;
- Customer's local exchange service provider's consent to permit Company to change NENA Identification Designation;
- Third Party Letter of Authorization (Required only if Customer contracts with another party to perform any or all Customer responsibilities.)
- Signature of Customer or Customer's authorized representative having authority to purchase Service for Customer

Company's provision of Service to Customer is contingent upon Customer providing Company with complete and accurate information as requested in Company's PS/ALI Service informational package.

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III. RATES

	<u>Non Recurring Charge</u> <u>(NRC)</u>	<u>Monthly Rate</u>
Service Establishment Charge per Customer (Additional Customer Multi-Line Telephone Systems locations may be added without charge for locations in California consistent with Section II.B.) ^{1,2}	\$2,500.00	-

¹ For all Customers purchasing PS/ALI Service from Company pursuant to individual case basis contracts, such contracts will be deemed terminated upon the effective date of this Tariff and Customer's service will continue solely pursuant to the rates, terms & conditions of this Tariff. No early termination liability will apply for the transition of service from individual case basis contracts to this Tariff. Customers who have already been charged and have paid the NRC for Service installed at Customer's locations will not be charged the NRC again for additional locations.

² For all customers purchasing PS/ALI Service from Company pursuant to Tariff Schedule Cal. P.U.C. A-20, PS/ALI Service will automatically be superseded upon the effective date of this Tariff. Customer's service will continue solely pursuant to the rates, terms & conditions of this Tariff at no additional charge.

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