

TARIFF DISTRIBUTION

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PURPOSE: Modify BellSouth 9-1-1 PinPoint Service verbiage to clarify existing regulations

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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 PinPoint Local Channels. 9-1-1 PinPoint Local Channels are not required if using BellSouth PRI service.
- C. 9-1-1 PinPoint Service is only available in jurisdictions where the Company is the 9-1-1 System Service Provider. (N)

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's 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.
 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 the 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.
 5. 9-1-1 PinPoint service is configured on a "per account" basis for Bellsouth Direct Inward Dialing (DID) and grandfathered Primary Rate ISDN (PRI) accounts. All telephone numbers on these accounts must be provisioned with 9-1-1 PinPoint service. The Customer cannot randomly select which telephone numbers on an account will have the service. This regulation is not applicable for PRI subscribers billed for 911 PinPoint service on a per PRI station number (per TN) basis.
 6. ***9-1-1 PinPoint Service is only available on local exchange services provided by the Company, specifically BellSouth PRI and BellSouth DID services.*** The PBX switch must employ BellSouth Direct Inward Dialing (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. 9-1-1 PinPoint Service is not available on telephone numbers obtained from CLECs or on any IP-enabled services*** (T)
 7. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.
 8. 9-1-1 PinPoint service is not available on Centrex or "Centrex-like" station numbers.

A24. EMERGENCY REPORTING SERVICES

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

A24.2.2 Regulations (Cont'd)

- 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 judgment 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. 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 services 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.
- 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.
- 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 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.

A24.2.3 Payment Schedules

- A.** Transfer of Contract (T)
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.
- B.** Deferred Payment (T)
Nonrecurring charges may be deferred or installment billed as specified in Section A2.

A24. EMERGENCY REPORTING SERVICES

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

A24.2.3 Payment Schedules (Cont'd)

- C. Prepayment (T)
Recurring charges may be prepaid as specified in Section A2.
- D. Cancellation Charges (Early Termination Fees) (T)
Cancellation charges, otherwise referred to as Early Termination Fees, will be applied where service is removed prior to the expiration of the 60 month contract period¹.
- E. Moves of Service (T)
 - 1. When the PBX owner/operator moves 9-1-1 PinPoint service:
 - a. Cancellation charges do not apply.
 - b. Rates in effect will continue uninterrupted.
 - c. 9-1-1 PinPoint service nonrecurring charges do not apply as long as the move is within the existing service area boundaries.
 - d. 9-1-1 PinPoint service local channel charges apply as appropriate.

A24.2.4 Rates and Charges

- A. 9-1-1 PinPoint service
 - 1. Installation Charge for BellSouth Direct Inward Dialing (DID) service², Per Customer

	Nonrecurring Charge	Monthly Rate	USOC
(a) Up to 1,000 station records, per customer	\$3,200.00	-	E8YN1
(b) 1,001 to 4,000 station records, per customer	4,500.00	-	E8YN2
(c) 4,001 or more station records, per customer	5,600.00	-	E8YN3
 - 2. Monthly Charges for BellSouth Direct Inward Dialing (DID) service^{1,3}, per 1,000 records

(a) Up to 1,000 station records, per 1,000 records	-	\$178.00	E8Y61
(b) 1,001 to 4,000 station records, per 1,000 records	-	155.00	E8Y62
(c) 4,001 or more station records, per 1,000 records	-	130.00	E8Y63
 - 3. For PRI service per 9-1-1 Pinpoint service customer⁴, per PRI *telephone* number equipped (per TN) (T)

(a) First <i>telephone</i> number	3,100.00	95.00	E8YSE	(T)
(b) Each additional <i>telephone</i> number	-	.05	E8YTN	(T)
- B. 9-1-1 PinPoint Service Local Channels
 - 1. Per Channel

(a) First channel, each	475.00	-	E8YCT
(b) Additional channels, each	105.00	-	E8YCU
(c) Each channel	-	55.00	E8YCV
- C. Cancellation Charges (Early Termination Fees)
 - 1. The following charge is incurred when a total disconnect of 9-1-1 PinPoint service occurs during the 60 month contract period¹.

(a) Per system disconnect	2,500.00	-	E8YDX
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- Note 1:** As of May 15, 2010, 60 Month Contract Period rates and charges are not applicable for new subscribers and Cancellation Charges (Early Termination Fees) normally applicable for BellSouth 9-1-1 PinPoint Service will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.
- Note 2:** As of May 15, 2010, the per 1,000 station records pricing structure and associated Installation Charges will only be available for new DID service.
- Note 3:** As of May 15, 2010, monthly charges based on the per 1,000 station records pricing structure will only be available for DID service. Existing PRI subscribers will be grandfathered as of May 15, 2010 and may retain the 1,000 station records pricing structure as long as they continue the same service at their current location.
- Note 4:** Nonrecurring charges will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.