
DEER PARK EMERGENCY NETWORK SERVICE

1. Service Description

- 1.1 Deer Park Emergency Network Service (ENS) is an optional, specific use communications arrangement. ENS is a private switched network which permits calling among subscribers to this service. ENS is neither designed nor available for use as normal, primary service to the public switched telephone network. All ENS station lines are equipped with an individual measured rate line, local exchange access capability and standard features specified in paragraph 4.1.
- 1.2 ENS is provided to and available for only those officially designated disaster recovery organizations and individuals whose communications are considered critical in a state of emergency or disaster. Provision of this service is subject to the authorization described in paragraph 2.1.
- 1.3 ENS facilities are segregated from the public switched network to the extent technically feasible. ENS provides for emergency communication between authorized ENS customers and is not subject to delay, blockage or interruption as a result of overload conditions in the public switched network. Calls from the public switched network to an ENS station may be blocked at the discretion of the ENS customer so as to preserve the integrity of the ENS private network.
- 1.4 The basic rates specified in paragraph 6 are applicable for ENS stations subject to the following primary serving central offices:

Apollo	Med Center
Deer Park	Mission
East Ellington	Seabrook
Greenwood	Walnut
Hudson	West Ellington
LaPorte	

- 1.5 Service requested outside of the primary serving central offices or for authorized customers in non-SWBT exchanges may be provided, if agreed to by SWBT, at basic ENS rates plus applicable FSO/FX charges. Such service will be subject to the terms and conditions of the Private Line Service Tariff in addition to the terms and conditions of this tariff.
- 1.6 ENS will be furnished in accordance with the regulations, payment provisions and secured credit and charges specified in paragraphs 2 and 3.
- 1.7 Federal End User Common Line charges will be billed as set forth in the FCC No. 73 Access Service Tariff.
- 1.8 ENS, when furnished at the same premises in combination with other Local Exchange Service, shall not be considered to be in conflict with the rules of Paralleling Service contained in 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2 of the AT&T Texas Guidebook. (T)
(T)
(T)
- 1.9 SWBT will provide ENS subject to the availability of suitable facilities. Where suitable facilities do not exist, special construction charges may apply as set forth in Part 2, Section 5 of the AT&T Texas Guidebook. (T)
(T)

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2. Rules and Regulations

- 2.1 Deer Park Emergency Network Service (ENS) is available only to those organizations and individuals with a bona fide need to respond to and manage emergency situations. An application for service must be submitted to the Local Emergency Planning Committee (LEPC) for the location where the service is to be provided. The application will be forwarded by the appropriate LEPC to the Deer Park Local Emergency Planning Committee (Deer Park) for final review and approval. Deer Park will then forward the request to SWBT for implementation. In unusual circumstances, and at Deer Park's discretion, an application for service may be submitted directly to Deer Park. In no case will SWBT accept service applications directly.
- 2.2 The tariff monthly rates, service connections, moves and changes, installation charges and service establishment charges specified in the tariffs of SWBT will apply for all services and equipment where appropriate. A Special Installation Charge will apply to all customers ordering ENS. The Special Installation Charge as set forth in paragraph 6 is applicable for and in addition to any existing nonrecurring charges for any other SWBT tariff service.
- 2.3 This is a limited scope service offering and will be available only in those serving central offices as listed in paragraph 1.4, except as otherwise provided under paragraph 1.5.
- 2.4 Sufficient securable floor space and the necessary power wiring, power outlets, commercial power and conduit for the operation of tariff services are furnished by the customer who assumes all responsibility for the safe condition of such floor space, wiring, outlets, power and conduit.
- 2.5 Listings are not provided with this service. (T)
- 2.6 Special Service Arrangements consist of modifications of standard tariffed services and as provided in Part 2, Section 7 of the AT&T Texas Guidebook. Special Service Arrangements will be furnished, when practicable, by SWBT at charges equivalent to the cost of providing such arrangements if in connection with and not detrimental to any of the services furnished under SWBT tariffs or Guidebooks.
- 2.7 Temporary suspension of service is not provided for any part of ENS.
- 2.8 The rates for ENS do not include, and SWBT does not undertake, inspection or constant monitoring to discover errors, defects, and malfunctions of the service. The customer has the responsibility to report all errors, defects, and malfunctions in the service to SWBT.
- 2.9 The Deer Park LEPC may assign its coordination and approval duties to a successor entity. However, SWBT reserves the right, upon notice of good cause to the successor entity, to discontinue Emergency Network Service.
- 2.10 ENS shall not be shared or jointly used and resale is prohibited.

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3. Payment Provisions and Secured Credit

- 3.1 Emergency Network Service (ENS) is available for a minimum billing period (MBP) of either 12, 36, or 60 months. After the initial MBP, the service can be renewed for the same MBP, a different MBP, or under the month-to-month option.
- 3.2 Charges for a fractional part of a month, after the initial MBP specified in paragraph 3.1, are computed on the basis of a thirty-day month.
- 3.3 Installation and nonrecurring charges can be deferred over the length of the initial MBP. The annuity factors used in developing these deferred charges will be based on SWBT's authorized intrastate rate of return on net investment as approved by the Public Utility Commission at the time of the order for service.
- 3.4 A termination charge based on the present worth of the amount of remaining monthly payments will be applicable if the customer disconnects more than 20% of the ENS station lines ordered during a MBP. In addition, the present worth of any installation and nonrecurring charges remaining that have been deferred must be paid in full on any station line disconnected. The discount factors used in developing these termination charges will be based on SWBT's authorized intrastate rate of return on net investment as approved by the Public Utility Commission at the time of the termination.
- 3.5 Additions may be made to existing services provided at least ninety days remain in the MBP. These additions will be coterminous with the original MBP. Additions made with less than ninety days remaining in the MBP may be made under a separate MBP or under the month-to-month option.
- 3.6 Applicants for service whose financial responsibility is not established to the satisfaction of SWBT, will be required to make a suitable security deposit in accordance with the provisions specified in 'Regulations Applying to All Customers' Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)
(T)
- 3.7 The ENS customer assumes responsibility for all charges on toll messages originating at facilities ordered by him or her and for messages received on which the charges have been reversed with the consent of the person answering the facility, unless another party assumes responsibility for payment of a call under an arrangement agreeable to SWBT and the other party.

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4. Deer Park Emergency Network Service Features

4.1 Standard features associated with this service are:

- Automatic Identified Outward Dialing
- Call Forwarding - Busy Line
- Call Forwarding - Don't Answer
- Call Forwarding - Variable
- Call Hold
- Call Pickup
- Call Transfer Individual - All Calls
- Call Transfer Individual - Incoming Only
- Call Transfer Internal Only
- Direct Inward Dialing
- Direct Outward Dialing
- Intercom Dialing (Station to Station)
- Multiline Hunt - Circle Hunting
- Semi-Restricted Station (Originate and Terminate)
- Six Port Conference Bridge (2 bridges)
- Speed Calling - Six Code
- Three-Way Calling
- Toll Restriction
- Twenty-Eight Port Conference Bridge

4.2 Optional features offered with this service include:

- Authorization Codes
- Remote Access

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5. Liabilities

- 5.1 SWBT's entire liability to any person for interruption or failure of Emergency Network Service (ENS) shall be limited by the terms set forth in this section and other sections of this tariff. SWBT or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of ENS unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of SWBT.
- 5.2 ENS is provided solely for the benefit of the ENS customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any SWBT obligation toward, or any right of action on behalf of, any third person or other legal entity.
- 5.3 To the extent allowed by law, the ENS customer agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to 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 ENS customer or others.
- 5.4 ENS is furnished subject to all operating failures and interruptions including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. ENS is furnished subject to any additional forms of service failures and service degradations resulting from the complexity of the service arrangement.
- 5.5 Adjustments for service interruptions experienced by the ENS customer are governed by and limited to 'Regulations Applying to All Customers' (T) Contracts' found in Part 2, Section 2 of the AT&T Texas Guidebook. (T)

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6. Rates and Charges

	<u>Monthly</u> <u>Rates</u>	<u>Nonrecurring</u> <u>Charges {1}</u>
6.1 Emergency Network Service (ENS), per each station line {2}{3}{4}		
-- Minimum Billing Period (MBP)		
-- 12 months	\$ 50.00	\$ 34.00
-- 36 months	42.50	34.00
-- 60 months	35.00	34.00
-- Month-to-Month Option {5}	50.00	NA
6.2 Special Installation Charge, per each station line {6}	NA	167.00
6.3 Optional Features		
-- Remote Access, per station		
-- 12 months {7}	0.90	NA
-- 36 months	0.72	NA
-- 60 months	0.53	NA
-- Authorization Codes, per system	NA	43.00 {8}
-- Authorization Codes, per station		
-- 12 months {7}	0.17	2.00 {8}
-- 36 months	0.14	2.00 {8}
-- 60 months	0.10	2.00 {8}

- {1} Charges for service connections, moves and changes are not applicable for this service.
- {2} Except as provided in paragraph 1.5, the availability of ENS is limited to the locations specified in paragraph 1.4.
- {3} Federal End User Common Line charges specified in the FCC No. 73 Access Service Tariff apply in addition to the rates and charges specified in this tariff for each station line.
- {4} These rates include an imputed 1MB rate for Rate Group 8. Usage charges will apply to those calls that exceed the "free" call allowance, in accordance with Part 4, Section 2 of the AT&T Texas Guidebook. (T)
- {5} This rate will apply only after the initial MBP, and if the MBP is not renewed and another MBP is not requested. (T)
- {6} The Special Installation Charge applies per each ENS station line. This charge applies to new ENS connections and outside moves of existing ENS stations.
- {7} This rate will apply as the month-to-month rate at the expiration of the initial MBP, unless the customer requests the same or a different MBP.
- {8} This charge applies only if the feature is installed subsequent to the initial installation of the system or station or for a subsequent change to an installed feature.