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May 14, 2010

Beth Salak, Director  
Regulatory Analysis  
Florida Public Service Commission  
Attn: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff:

General Subscriber Service Tariff

- Section A24 - Fourth Revised Page 25
- Third Revised Page 26
- First Revised Page 26.1
- Second Revised Page 27
- First Revised Page 28

The purpose of this filing is to provide for a new pricing structure for 9-1-1- PinPoint service associated with Primary Rate ISDN (PRI) service. The existing pricing structure for 9-1-1 PinPoint service associated with Primary Rate ISDN (PRI) service will be grandfathered coincident with the introduction of the new pricing structure. The effective date of this tariff modification is May 15, 2010.

Acknowledgement, date of receipt and authority number of this filing is requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments

## **EXECUTIVE SUMMARY**

### Description of Proposed Tariff

The purpose of this General Subscriber Services Tariff filing is to introduce a new pricing structure for 9-1-1 PinPoint service associated with Primary Rate ISDN (PRI) service. As of May 15, 2010, PRI customers desiring 9-1-1 PinPoint service will be able to take advantage of a new pricing structure based on per Telephone Number ("per TN") pricing. This new pricing structure will be more economical for the PRI subscriber and will provide more flexibility by allowing the customer to select which specific TNs require 9-1-1 PinPoint service.

This tariff filing will provide for a nonrecurring charge of \$3100 and a monthly rate of \$95.00 for the first PRI station number (TN) equipped with 9-1-1 PinPoint service. Each additional PRI station number (TN) equipped with 9-1-1 PinPoint service will have a monthly rate of \$.05.

Existing PRI subscribers will be grandfathered and may retain the per 1,000 station records pricing structure as long as they continue the same service at their current location. Early Termination Fees normally applicable will not apply for grandfathered PRI subscribers who retain their existing 9-1-1 PinPoint service arrangement and who agree to convert to the new "per TN" pricing structure. Additionally, nonrecurring charges will not apply for grandfathered PRI subscribers who retain their existing 9-1-1 PinPoint service arrangement and who agree to convert to the new "per TN" pricing structure.

The existing per 1,000 station records pricing structure will continue to be available for new DID service, however, as of May 15, 2010, the 60-month contract requirement will not be applicable for new subscribers. Existing monthly rates will remain unchanged.

The proposed effective date of this filing is May 15, 2010.

## A24. EMERGENCY REPORTING SERVICES

### A24.2 BellSouth 9-1-1 PinPoint Service

#### A24.2.1 General

- A. 9-1-1 PinPoint ~~S~~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). (T)
- B. 9-1-1 PinPoint ~~S~~service is available with BellSouth Primary Rate ISDN (PRI) or 9-1-1 PinPoint ~~S~~service Local Channels as described in this section. ~~9-1-1 PinPoint ~~S~~service Local Channels are not required if using BellSouth PRI service.~~ (T)

#### A24.2.2 Regulations

- A. 9-1-1 PinPoint ~~S~~service is furnished subject to the availability of facilities. (T)
- 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. (T)
- 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 ~~S~~service locations will be handled. (T)
- D. The following specifications must be met when provisioning this service: (T)
  - 1. Subscribers to 9-1-1 PinPoint ~~S~~service must meet all BellSouth technical specifications. (T)
  - 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. (T)
  - 3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates. (T)
  - 4. 9-1-1 PinPoint ~~S~~service is configured on a "per account" basis ~~for~~ and grandfathered Primary Rate ISDN (PRI) accounts. All telephone numbers on these accounts equipped with 9-1-1 PinPoint Service must be provisioned with 9-1-1 PinPoint ~~S~~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 9-1-1 PinPoint service on a per PRI station number (per TN) basis.* (NC)
  - 5. Users of 9-1-1 PinPoint ~~S~~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 ~~S~~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. (T)
  - 6. The PBX switch must employ BellSouth Direct-Inward- ~~Dial~~ 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. (ET)
  - 7. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system. (T)
- ~~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 Local Channel 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).~~ (T)
  - ~~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).~~

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF ~~Fourth Revised Page 25~~  
~~Third Revised Page 25~~  
~~Cancels Third Revised Page 25~~  
~~Cancels Second Revised Page 25~~

~~ISSUED: May 14, 2010~~ISSUED: December 27, 2004

~~EFFECTIVE: May 15, 2010~~EFFECTIVE: January 12, 2005

~~BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Laeher, President -FL  
Miami, Florida

~~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.~~

(M)

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ISSUED: ~~December 27, 2004~~ May 14, 2010

EFFECTIVE: ~~January 12, 2005~~ May 15, 2010

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL  
Miami, Florida

## A24. EMERGENCY REPORTING SERVICES

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

(F)

#### A24.2.2 Regulations (Cont'd)

- E. The PBX switch owner/operator must install a minimum of two private E911 local channels<sup>1</sup> (except for PRI) with the following specifications: (M)(T)
1. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem. (M)
  2. The PBX switch owner/operator is responsible for determining that his terminal equipment is compatible with this local channel. (M)
  3. Supervision on this 9-1-1 PinPoint service Local Channel 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). (FM)
  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 (AND) information with a battery reversal (off hook). (M)
  5. Additional regulations may be applicable as described in Section B3. of the Company's Private Line Service Tariff. (M)(T)
  6. Required network interfaces are located in Section A14. of this Tariff. (M)(T)
- F. Service charges, as specified in Section A4. ~~of this Tariff~~, are applicable. (MT)
- G. General Regulations located in Section A2. ~~of this Tariff~~ will also apply to this service offering. (MT)
- 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 ~~S~~service. The provision of 9-1-1 PinPoint ~~S~~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. (T)
- I. The rates charged for 9-1-1 PinPoint ~~S~~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. (T)
- J. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint ~~S~~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 ~~S~~service to any customer subscribing to 9-1-1 PinPoint ~~S~~service or any person accessing or using 9-1-1 PinPoint ~~S~~service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 ~~S~~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. (T)
- 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 ~~S~~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 ~~S~~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. (T)
- ~~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.~~ (NM)

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

~~Second~~ Third Revised Page 26  
Cancels ~~First~~ Second Revised Page 26

ISSUED: ~~December 27, 2004~~ May 14, 2010

EFFECTIVE: ~~January 12, 2005~~ May 15, 2010

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL  
Miami, Florida

(M)

Note 1: 9-1-1 PinPoint Service Local Channels are not required with BellSouth PRI.

(MN)

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ISSUED: May 14, 2010 ISSUED: December 27, 2004

EFFECTIVE: May 15, 2010 EFFECTIVE: January 12, 2005

BY: Marshall M. Criser III, President - FL BY: Joseph P. Laeher, President - FL  
Miami, Florida

## A24. EMERGENCY REPORTING SERVICES

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

(N)

#### A24.2.2 Regulations (Cont'd)

(N)

- 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. (NM)
- 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. (M)(T)
- 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.~~ (M)(T)
- 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. (M)(T)
- P. Other Rules and Regulations located in A24.1. preceding will also apply to this service offering as appropriate. (M)(T)

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**A24. EMERGENCY REPORTING SERVICES**

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

**A24.2.3 Payment Schedules**

**A. ~~(DELETED) General~~**

~~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.~~

**B. 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.~~

**E. Cancellation Charges (Early Termination Fees)**

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 period<sup>4</sup>.

**F. Moves of Service**

1. When the PBX owner/operator moves 9-1-1 PinPoint ~~S~~service:

a. Cancellation charges do not apply

b. ~~60 month~~Rates in effect will continue uninterrupted

c. 9-1-1 PinPoint ~~S~~service nonrecurring charges do not apply as long as the move is within the existing service area boundaries.

d. 9-1-1 PinPoint ~~S~~service local channel charges apply as appropriate.

**A24.2.4 Rates and Charges**

**A. 9-1-1 PinPoint ~~S~~service**

1. Installation Charge for BellSouth Direct-In-Dialing (DID) service<sup>2</sup>, Per Customer

	Nonrecurring Charge	Monthly 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
(c) 4,001 or more station records, per customer	5,900.00	-	E8YN3

2. ~~60 Month Contract Period~~ Monthly Charges for BellSouth Direct-In-Dialing (DID) service<sup>1,3</sup>, 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

**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.

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ISSUED: May 14, 2010 ISSUED: July 1, 1996

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BY: Marshall M. Criser III, President - FL BY: Joseph P. Laeher, President - FL  
Miami, Florida

## A24. EMERGENCY REPORTING SERVICES<sup>4</sup>

(N)

### A24.2 9-1-1 PinPoint\* Service (Cont'd)

#### A24.2.4 Rates and Charges (Cont'd)

##### A. 9-1-1 PinPoint<sup>SM</sup> Service (Cont'd)

(T)

32. ~~60 Month Contract Period~~ Monthly Charges, per 1,000 records (Cont'd) For PRI service per 9-1-1 PinPoint service customer<sup>1</sup>, Per PRI station number equipped (per TN)

(N)

	Nonrecurring Charge	Monthly Rate	USOC	
(b) <del>1,001 to 4,000 station records, per 1,000 records</del>	\$-	\$155.00	E8Y62	(M)
(c) <del>4,001 or more station records, per 1,000 records</del>	-	130.00	E8Y63	(M)
(a) 1 <sup>st</sup> number	\$3,100.00	\$95.00	E8YSE	(N)
(b) each additional number	-	.05	E8YTN	(N)
<b>B. 9-1-1 PinPoint<sup>SM</sup> Service Local Channels</b>				(T)
1. Per Channel				
(a) First channel, each	475.00	-	E8YCT	
(b) additional channels, each	105.00	-	E8YCU	
(c) Each channel	-	55.00	E8YCV	
<b>C. Cancellation Charges (<u>Early Termination Fees</u>)</b>				(T)
1. The following charge is incurred when a total disconnect of 9-1-1 PinPoint <sup>SM</sup> service occurs during the 60 month contract period <sup>2</sup> .				(C)
(a) Per system disconnect	2,500.00	-	E8YDX	

**Note 1:** ~~Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

**Note 1:** 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.

(N)

**Note 2:** 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.

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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). (T)
- B. 9-1-1 PinPoint service is available with BellSouth Primary Rate ISDN (PRI) or 9-1-1 PinPoint service Local Channels as described in this section. 9-1-1 PinPoint service Local Channels are not required if using BellSouth PRI service. (T)

#### A24.2.2 Regulations

- A. 9-1-1 PinPoint service is furnished subject to the availability of facilities. (T)
- 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. (T)
- 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. (T)
- D. The following specifications must be met when provisioning this service: (T)
  - 1. Subscribers to 9-1-1 PinPoint service must meet all BellSouth technical specifications. (T)
  - 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. (T)
  - 3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates. (T)
  - 4. 9-1-1 PinPoint service is configured on a "per account" basis *for* BellSouth Direct-In-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 9-1-1 PinPoint service on a per PRI station number (per TN) basis.* (C)
  - 5. 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. (T)
  - 6. The PBX switch must employ BellSouth Direct-In-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. (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. (M)

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Miami, Florida

## A24. EMERGENCY REPORTING SERVICES

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

#### A24.2.2 Regulations (Cont'd)

- E.** The PBX switch owner/operator must install a minimum of two private E911 local channels<sup>1</sup> with the following specifications: (M)(T)
1. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem. (M)
  2. The PBX switch owner/operator is responsible for determining that his terminal equipment is compatible with this local channel. (M)
  3. Supervision on this 9-1-1 PinPoint service Local Channel 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). (M)
  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). (M)
  5. Additional regulations may be applicable as described in Section B3. (M) (T)
  6. Required network interfaces are located in Section A14. (M) (T)
- F.** Service charges, as specified in Section A4., are applicable. (T)
- G.** General Regulations located in Section A2. will also apply to this service offering. (T)
- 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. (T)
- 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. (T)
- 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. (T)
- 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. (M)

Note 1: 9-1-1 PinPoint Service Local Channels are not required with BellSouth PRI. (N)

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.

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## A24. EMERGENCY REPORTING SERVICES

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

#### A24.2.2 Regulations (Cont'd)

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

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## A24. EMERGENCY REPORTING SERVICES

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

#### A24.2.3 Payment Schedules

- A. (DELETED)** (D)
- B. 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.
- C. Deferred Payment** (T)  
Nonrecurring charges may be deferred or installment billed as specified in Section A2.
- D. Prepayment** (T)  
Recurring charges may be prepaid as specified in Section A2.
- E. 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 period<sup>1</sup>. (C)
- F. Moves of Service**
1. When the PBX owner/operator moves 9-1-1 PinPoint service: (T)
    - a. Cancellation charges do not apply
    - b. Rates in effect will continue uninterrupted (C)
    - c. 9-1-1 PinPoint service nonrecurring charges do not apply *as long as the move is within the existing service area boundaries*. (C)
    - d. 9-1-1 PinPoint service local channel charges apply as appropriate. (T)

#### A24.2.4 Rates and Charges

- A. 9-1-1 PinPoint service** (T)
1. Installation Charge *for BellSouth Direct-In-Dialing (DID) service*<sup>2</sup>, per Customer (C)

	Nonrecurring Charge	Monthly 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
(c) 4,001 or more station records, per customer	5,900.00	-	E8YN3
  2. Monthly Charges *for BellSouth Direct-In-Dialing (DID) service*<sup>1,3</sup>, per 1,000 records (C)

(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 (M)
(c) 4,001 or more station records, per 1,000 records	-	130.00	E8Y63 (M)

**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. (N)

**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. (N)

**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. (N)

Material appearing on this page previously appeared on page(s) 28 of this section.

