

9-1-1 EMERGENCY SERVICE**C. CONDITIONS (Continued)**

- 32. Pursuant to a statewide contract, Qwest Corporation d/b/a CenturyLink QC is the sole provider of automatic location identification services within the state of Washington. The terms, conditions, and rates for Private Switch Automatic Location Identification are in Section 9 of [Qwest Corporation d/b/a CenturyLink QC WN U-49 Exchange and Network Services](#).**

(N)

(N)

D. LIABILITY

1. The Company and its employees, directors, officers or agents in providing emergency communications systems or services including data base information to emergency communication system personnel shall not be liable for civil damages caused by an act or omission of the company, its employees, directors, officers or agents in the:
 - a. Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 911 or enhanced 911 emergency service, or
 - b. Design, development, installation, maintenance, or provision of consolidated 9-1-1 or enhanced 9-1-1 emergency communication systems or services other than an act or omission constituting gross negligence or wanton or willful misconduct.
2. The Company's liability for civil damages to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 service by the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 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, except as caused by the Company's gross negligence or willful or wanton misconduct.
3. 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 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation, or other entity for any loss or damage shall not 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.