

9-1-1 SERVICE FOR YAKIMA COUNTY

A. 9-1-1 SERVICE FOR YAKIMA COUNTY (Continued)

3. CONDITIONS (Continued)

- x. The Company or customer shall each notify the other in the event one finds that the 9-1-1 Service is not functioning properly.
- y. The customer shall be billed monthly for payment of recurring charges in advance. The customer shall be billed for non-recurring charges after they have been incurred. Payments shall be made at the office of the Company or to an authorized collector of the Company. All bills are due and payable upon presentation and delinquent if not paid within 15 from presentation. Late payments shall bear interest at one percent per month, pro-rated to date of payment.
- z. 9-1-1 Service shall be temporarily interrupted for CO upgrades or updates. The Company shall try to keep such interruptions to a minimum.
- aa. For calls placed to a PSAP from off-premise stations behind business systems, where ANI is provided, it may provide the identity of the primary telephone service billing or lead number.
- bb. **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)
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(N)

4. LIABILITY

- a. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the:
 - (1) Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 9-1-1 Service, or
 - (2) Design, development, installation, implementation, maintenance or provision of 9-1-1 Service other than an act or omission constituting gross negligence or want on or willful misconduct.
- b. 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 (or components thereof) by the Company.