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P.U.C. Tariff 20
Section 9
Original Sheet 1

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 -GENERAL EXCHANGE TARIFF

CONTENTS

		<u>Sheet Number</u>
9.1	Application.....	1
9.2	Definitions.....	1
9.3	Description.....	4
9.4	Regulations.....	8
9.5	Rates.....	18

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE

9.1 APPLICATION

This tariff contains the definitions, regulations, and rates applicable to 9-1-1 Emergency Telephone Service furnished by Hawaiian Telecom, Inc., hereinafter referred to as the Telephone Company, within the state of Hawaii, where conditions and facilities permit.

9.2 DEFINITIONS

ALI Database - A database of ALI records containing access line subscribers' names, addresses, telephone numbers, and ESNs to be used for 9-1-1 purposes. This database, once provided to the Customer, may include additional information about that location.

Alternate Routing- A feature that will route a 9-1-1 call to a location other than the primary PSAP, should some temporary condition prevent the primary PSAP from answering the call.

Automatic Location Identification (ALI) - A feature designed to permit display of information regarding the location of the calling party and of the Emergency Response Agencies (ERAs) responsible for that location on a terminal screen at a PSAP when a 9-1-1 call is received.

Automatic Number Identification (ANI) - A feature designed to permit the telephone number of the calling party to be displayed on a display screen at a PSAP when a 9-1-1 call is received.

Caller - An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as an end user.

Customer - Governmental unit or other entity authorized to provide 9-1-1 Service.

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.2 DEFINITIONS, (Cont'd.)

Emergency Response Agency (ERA) - A functional division of an agency authorized to respond to requests from the public to meet emergencies related to safety and/or health. The agency is prepared to provide its service(s) in response to a 9-1-1 call received at, or transferred from, a PSAP.

Emergency Service Number (ESN) - Assigned by the Customer to all subscribers served by each combination of Emergency Response Agencies (i.e., which police, fire, and ambulance service is responsible for that subscriber's location). Thus the service area of PSAP and Secondary PSAP can be defined in terms of the ESNs for which it is responsible. The ESN is recorded in the ALI database (where established) to inform the PSAP attendant which ERA is responsible for each 9-1-1 caller's location and in the Selective Routing records (where Selective Routing is established) to assist in determining call routing to the correct PSAP.

End User - An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.

Master Street Address Guide (MSAG) - A perpetual database defining the geographic area of a 9-1-1 service, such as by an alphabetical list of the street names, high-low house number ranges, community names, PSAP identification codes, and Emergency Service Numbers (ESNs).

9-1-1 Service Line - A local loop connection from a central office to the PSAP being served by that central office.

Issued Date: March 1, 2006

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.2 DEFINITIONS, (Cont'd.)

Nonpublished - Subscriber information that is neither listed in the published telephone directory nor available via Directory Assistance Service.

Public Safety Answering Point (PSAP) – Primary - A primary PSAP is the initial answering point responsible for taking appropriate action on a 9-1-1 call by either providing the response itself from the Emergency Response Agencies dispatched from that center or by transferring the call to a secondary PSAP for action. A primary PSAP must be operated on a 24-hour (seven-days-a-week) basis.

Public Safety Answering Point (PSAP) – Secondary - A secondary PSAP responds to 9-1-1 calls transferred from a primary PSAP by dispatching those Emergency Response Agency services under its authority.

Selective Routing - A service that routes calls to the correct PSAP based on the caller's ANI.

Selective Routing Database - A database of telephone subscriber ANIs with each ANI's associated Emergency Service Number (ESN) that is stored in the selective router computer to route 9-1-1 calls to the correct PSAP. One database is established per E9-1-1 system from the associated ALI database.

Subscriber - A person or business that orders access line service from the Telephone Company.

Issued Date: March 1, 2006

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.3 DESCRIPTION OF SERVICE

9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other 9-1-1 Emergency Telephone Services.

9-1-1 Emergency Telephone Service enables a caller dialing 9-1-1 from a station with access to the local exchange telephone network, arranged to provide 9-1-1 Emergency Telephone Service, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 9-1-1 calls are routed for response. 9-1-1 Emergency Telephone Service may be provided as B9-1-1 (or Basic 9-1-1) Service or as E9-1-1 (or Enhanced 9-1-1) Service.

9.3.1 B9-1-1 (Basic 9-1-1 Service)

- A. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by stations with given central office prefix codes to a single PSAP which is prepared to receive those calls via a 9-1-1 Service Line.
- B. A 9-1-1 Service Line consists of a central office termination and a local loop facility.
- C. A 9-1-1 call may be directed to a PSAP via dedicated facilities from the caller's central office to the PSAP or by tandem switching using the exchange telephone network from the caller's central office to the central office serving the PSAP.
- D. Basic 9-1-1 Service directs a 9-1-1 call to the PSAP via a Basic 9-1-1 Service Line in a manner similar to a local exchange telephone network call. No other features are available to the PSAP.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.3 DESCRIPTION OF SERVICE, (Cont'd.)

9.3.2 E9-1-1 (Enhanced 9-1-1 Service)

A. E9-1-1 provides Basic 9-1-1 Service plus:

1. Automatic Number Identification (ANI)

A feature designed to permit the telephone number of the calling party to be displayed on a display screen at a PSAP when a 9-1-1 call is received.

2. Automatic Location Identification (ALI)

A feature designed to permit information regarding the location of the calling party to be displayed on a display screen at a PSAP when a 9-1-1 call is received.

3. Selective Routing

An optional service that routes calls to the correct PSAP based on the caller's ANI.

B. The following features are provided with E9-1-1:

1. Automatic Location Identification (ALI) Database - An E9-1-1 database that contains subscriber names, telephone numbers, addresses, and Emergency Service Numbers (ESNs), and is normally updated by the Company within three working days of service order completion. The ALI database must be established in order to create the Selective Routing Database. The Customer is responsible for the following:

a. Providing a correct set of addresses and ranges, known as a Master Street Address Guide (MSAG), with ESNs assigned to each address.

b. After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the MSAG, and to advise the Company of any changes to the existing MSAG, including municipal boundaries, incorporation of new cities or any other matter that will affect 9-1-1 call routing.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.3 DESCRIPTION OF SERVICE, (Cont'd.)

9.3.2 E9-1-1 (Enhanced 9-1-1 Service), (Cont'd.)

B. The following features are provided with E9-1-1:, (Cont'd.)

2. (Continued)

b. Selective Routing - Selective Routing Service is an optional service that routes calls to the correct PSAP based on the caller's ANI. This service is available when an E9-1-1 system is served by more than one PSAP or when a central office is split by a political boundary. Only the selective router's service is provided; the selective router remains the property of the Company and will be located by the Company on Company premises. The Customer is responsible for the following:

- (1) Providing a correct set of addresses and ranges, known as a Master Street Address Guide (MSAG), with ESNs assigned to each address. Each ESN must be assigned to a PSAP.
- (2) Verifying the accuracy of the call routing by participating in tests with the Company prior to service establishment, and subsequent to any ESN change, to ensure that calls from each ESN are correctly routed.
- (3) Advising the Company in a timely manner of any changes in the MSAG or ESN assignments.

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P.U.C. Tariff 20
Section 9
Original Sheet 7

Issued Date: March 1, 2006

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.3 DESCRIPTION OF SERVICE, (Cont'd.)

9.3.3 Optional Features

- A. Alternate Routing - A feature that will route a 9-1-1 call to a location other than the primary PSAP, should some temporary condition prevent the primary PSAP from answering the call.

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS

In addition to the General Regulations in P.U.C. Tariff No. 1, the following regulations will apply.

9.4.1 General

- A. 9-1-1 Emergency Telephone Service is provided in two major areas of responsibility:
 - 1. The Telephone Company is responsible for network, including selective routing, PSAP and terminal equipment and ALI database provisioning.
 - 2. The Customer is responsible for Customer-premises equipment, other than the Telephone Company provided PSAP and terminal equipment, that they will own and operate. This equipment must meet network compatibility requirements.
- B. 9-1-1 Emergency Telephone Service is restricted to one-way incoming emergency service only.
- C. The Company shall not be required to provide 9-1-1 Emergency Telephone Service to less than the entire central office. The Company does not undertake to answer or forward 9-1-1 Emergency Telephone Service calls as a provider of emergency services, but furnishes the use of its facilities to enable the Customer's personnel to accept such calls on the Customer's designated premises.
- D. 9-1-1 Emergency Telephone Service is limited to the use of central office telephone number 9-1-1 as the emergency telephone number. Only one category of 9-1-1 Emergency Telephone Service will be provided within any telephone exchange.

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Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.1 General, (Cont'd.)

- E. 9-1-1 Emergency Telephone Service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted, construed, or regarded as being for the benefit of, or creating any Company obligation toward, or any right of action on behalf of any third person or other legal entity.
- F. 9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed to the end user by the Company. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge.
- G. Calls placed from all stations, including those with nonpublished numbers, to a PSAP may display subscriber information associated with such numbers to emergency 9-1-1 responding personnel. The subscriber forfeits the privacy afforded by nonpublished service upon placing a 9-1-1 call.
- H. In order that phone calls that are not of an emergency nature can reach the PSAP, the main directory listing for the PSAP must be a seven-digit local exchange administrative telephone number of an emergency agency listed in the telephone directory. A listing for the PSAP will also be provided under 9-1-1 at no additional charge.
- I. The Company will not prorate any billing amount among agencies of the same governmental entity jointly subscribing to 9-1-1 Emergency Telephone Service.

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.1 General, (Cont'd.)

- J. Because there is no provision for receiving ANI that will identify a station behind a PBX, the Company will provide only the location of the pilot number to the PSAP for 9-1-1 calls originated from nonregulated telecommunications service providers (e.g., Private Branch Exchange).
- K. Information provided by the Company as part of the provision of E9-1-1 is to be used only for the purposes of answering and dispatching emergency calls.
- L. Customer-initiated requests for changes and rearrangements affecting service address and ALI database records (e.g., street name and number changes, territorial or name change, jurisdictional boundary changes and rearrangements, etc.), in excess of twenty-five such changes within a thirty-day period and other than those processed in normal daily updates, will be charged time and material charges. In such cases, a valid comparative listing of changes must be supplied providing direct and individual reference to existing designations.
- M. Where a 9-1-1 call is placed by the calling party via interconnection through a third party, the Company cannot guarantee the completion of said call, the quality of the call, or any features that may otherwise be provided with 9-1-1 Emergency Telephone Service. Because the addresses of these service providers' subscribers are not provided to the Company the Customer must obtain them directly.
- N. Automatic Location Identification (ALI) information will not be provided via magnetic or paper media.
- O. The PSAP must subscribe to at least one seven-digit emergency number usable by other PSAPs and public safety agencies to reach the PSAP.

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.1 General, (Cont'd.)

P. Any Customer-owned Customer premises equipment used in conjunction with services in this Tariff must be reviewed by the Company to determine compatibility. If Company changes are necessary, a tariff offering will be required before such services become available. To ensure that Company privacy and Federal law requirements concerning subscriber records are met, the Customer-owned Customer premises equipment must meet the following criteria. Company ANI will not be provided to any Customer-owned Customer premises based equipment until and unless all criteria are met.

1. Be located in a secure space with access limited to authorized personnel.
2. Manual query is not permitted except in response to 9-1-1 calls as provided below:
 - a. When no ANI is received thereby requiring the caller to provide the calling number of the address where the call is being made.
 - b. When ANI is received but does not retrieve the ALI listed for that telephone number.
 - c. When only the name of the emergency victim can be provided.
 - d. When a caller reports an emergency occurring at the location of their listed telephone number and provides the listed telephone number but is calling from a location other than that of their listed telephone number.

The names of non-published subscribers shall not be displayed on a PSAP in response to a manual query or be utilized in a manual query. The PSAP operator shall not provide information retrieved through a manual query to the caller.

3. Log all manual queries into a database that is retained by the Customer and is accessible either remotely by the Company as a read-only file or can be provided to the Company in a manner that ensures that Customer personnel cannot alter the data.
4. Meet National Emergency Number Association database standards.

Issued Date: March 1, 2006

Effective: April 1, 2006

LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.1 General, (Cont'd.)

- Q. The Customer will conduct training to impress upon personnel the sensitive nature of the ALI database information and their legal obligation to protect it from unauthorized access.
- R. The provision of 9-1-1 Emergency Telephone Service does not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- S. The Company will provide to the Customer annually, on request, a copy of the MSAG, to be used solely for the verification of emergency services routing designation.
- T. Information concerning MSAG errors will be provided to the Customer upon each request in either paper copy or via an ASCII file copied onto a pre-formatted disk provided by the Customer. For information not provided as part of the normal moves and changes or error correction, the Customer must provide that request in writing to the Company. The Company is restricted from providing information that is prohibited by Federal, State and Local laws.
- U. The Company reserves the right to select and determine the type of network equipment required to provide 9-1-1 Emergency Telephone Service.
- V. The Company will provide sufficient 9-1-1 Emergency Telephone Service lines to adequately handle incoming calls in each PSAP's average busy hour so that no more than one call out of 100 (P.01 transmission grade of service) encounters a busy signal. In other words, the 9-1-1 Emergency Telephone Service network from each central office to the central office serving the primary PSAP must provide a minimum of a P.01 transmission grade of service or two trunks, whichever is the higher standard.

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P.U.C. Tariff 20
Section 9
Original Sheet 13

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.1 General, (Cont'd.)

- W. If a Selective Router is not used, the Company will provide at least two dedicated lines from each primary PSAP to each secondary PSAP for the purpose of forwarding or transferring calls. The number of lines shall be no fewer than the number required to provide a P.01 transmission grade of service during that secondary PSAP's average busy hour.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.2 Customer Obligation

- A. The Customer is responsible for dispatching the appropriate emergency service within the 9-1-1 Emergency Telephone Service area, or will undertake to transfer all 9-1-1 Emergency Telephone Service calls received to the governmental agency with responsibility for dispatching such services.
- B. The 9-1-1 Customer must submit to the Company written concurrence to the following terms and conditions by all participating agencies:
 - 1. The Customer shall have the sole responsibility for determining which public safety agencies will participate in subscribing to a 9-1-1 Emergency Telephone Service offering.
 - 2. The primary PSAP will answer all calls on a 24-hour, seven-day-a-week, basis.
- C. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- D. Because the Company serving boundaries and political subdivision boundaries may not coincide, the Customer must make arrangements to handle all calls received on its 9-1-1 Emergency Telephone Service lines that originate from all points served by the central offices within the 9-1-1 Emergency Telephone Service area whether or not the calling telephone is situated on property within the geographical boundaries of the Customer's public safety jurisdiction.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.2 Customer Obligation, (Cont'd.)

- E. 9-1-1 Emergency Telephone Service information consisting of the name, address, and/or telephone number of telephone subscribers, regardless of whether or not this information is published in directories or listed in the directory assistance offices, is Company proprietary and the Customer agrees to use such information only for the purpose of responding to 9-1-1 calls at the time such calls are placed. The Customer shall take all reasonable efforts to safeguard the proprietary nature of Company provided information. The Customer agrees that the Company information is being furnished in strict confidence for the sole and exclusive purpose of creating a 9-1-1 database and for the dispatching of 9-1-1 calls. The Company information shall be deemed proprietary and the Customer has no ownership rights to the Company information. The Customer agrees that it shall not make disclosure of Company information except to its employees to whom such disclosure is necessary for the purposes of creating a 9-1-1 database or receiving and dispatching a 9-1-1 call.
 - 1. All 9-1-1 Customer equipment, system software, and databases must be located in a secure area to prevent unauthorized personnel from accessing confidential information.
 - 2. The Customer shall agree to indemnify, save and hold the Company harmless from any and all claims for injury or damage of any nature by any person arising out of or relating to the Customer's unauthorized use of Company-provided subscriber information, which information is to be used solely for the purpose of providing 9-1-1 service.
- F. Any terminal equipment used in connection with 9-1-1 Emergency Telephone Service shall be configured to restrict the Customer from removing and/or changing the data provided by the Company.
- G. Equipment, used in conjunction with any 9-1-1 Emergency Telephone Service, located at the PSAP(s) may be provided by the Company or the Customer subject to the approval by the Company for compatibility with the 9-1-1 system. Any additional costs associated with bringing incompatible equipment into compliance with the 9-1-1 system will be the responsibility of the Customer.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.3 Liability

- A. The Company's entire liability to the Customer or any person for interruption or failure of 9-1-1 Emergency Telephone Service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This 9-1-1 Emergency Telephone 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.
- B. 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 Emergency Telephone Service other than an act or omission constituting gross negligence or wanton or willful misconduct.
- C. The Customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or Customer or any of their employees, directors, officers, or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information, including nonpublished or nonlisted information in connection with the provision of the 9-1-1 Emergency Telephone Service.
- D. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of the 9-1-1 Emergency Telephone Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with private telecommunications services, such as PBXs or calls originating over CommandNetSM lines.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.3 Liability, (Cont'd.)

- E. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems, such as PBXs, unless provided to the Company by a Customer. At rates established on an Individual Case Basis, the Company will integrate any records provided to it by the Customer in a Company-standard format for inclusion in a 9-1-1 database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by a Customer and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by the Customer, which may be asserted by any person, business, government agency, or other entity against the Company.
- F. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 Emergency Telephone Service when there is a failure of or interruption in 9-1-1 Emergency Telephone Service due to the attachment of any equipment by a Customer to Company facilities. The Customer may, with the prior written consent of the Company, which consent shall not be reasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable Federal and State registration or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the 9-1-1 system ordered by the Customer, Company facilities, or otherwise affect its telephone operations.
- G. The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished subscriber information to emergency service providers responding to calls placed to a 9-1-1 Emergency Telephone Service or host providers using such information to provide 9-1-1 Emergency Telephone Service.

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 9 - 9-1-1 EMERGENCY TELEPHONE SERVICE, (Cont'd.)

9.4 REGULATIONS, (Cont'd.)

9.4.3 Liability, (Cont'd.)

- H. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide 9-1-1 Emergency Telephone Service to any subscriber to a nonregulated telephone service. It is the obligation of the Customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch 9-1-1 Emergency Telephone Services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the Customer's service area. Neither the Customer nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the Customer's service area, or for calls originating from mobile/cellular telephones.
- I. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused by or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of Customer provided facilities or equipment.

9.5 RATES

Pursuant to Act 223, adopted by the Seventeenth Hawaii State Legislature and signed into law on June 18, 1993, statewide enhanced 9-1-1 emergency telephone service is funded through a telephone line surcharge. The surcharge rate is based on network and PSAP equipment configurations for a particular county.

Network and PSAP premise equipment additions will be provided based on access line growth. Service levels will be based on the Company's operations engineering practices, and guidelines established in the U.S. Department of Justice, Final Report 7543-80-FR-58, "The Design and Costing of 9-1-1 Systems - A Technical Manual". Any feature enhancements, network, or equipment additions requested above normal service levels will be provided at rates determined on an Individual Case Basis.

The Company will apply a surcharge of \$0.27 per access line per month to the lines in a county beginning on March 8, 1994, or the date of implementation of enhanced 9-1-1 service in that county, whichever is later. Access line is defined in Section 1.