

Attachment IX.A Detailed Language Decision Matrix			
DP Issue: Section 9 - E-911 Issues			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Charter E911 2a	4.1.1 CLEC will <u>either use its own facilities and/or trunking, or facilities and/or trunking obtained from SBC-13STATE or a third party to transport 911 calls from each point of interconnection (POI) to the SBC-13STATE SR office of the 911 System, where SBC-13STATE is the 911 System Service Provider. Where SBC-13STATE provides trunking for CLEC-originated 911 calls, such trunking shall be established in accordance with Appendix ITR</u>	4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC-13STATE SR office of the 911 System, where SBC-13STATE is the 911 System Service Provider.	SBC's language is preferable.
Charter E911 2b	language above	language above	SBC's language is preferable.
CC E911 1	1.4 Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the <u>end user</u> . The Company Identifier is maintained by NENA in a nationally accessible database.	1.4 Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User . The Company Identifier is maintained by NENA in a nationally accessible database.	No apparent dispute.

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CC E911 1	2.4.1 Where SBC MISSOURI manages the E911 database, <u>SBC MISSOURI</u> shall store the CLEC's <u>end user</u> 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's <u>end users</u> served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing <u>end user</u> 911 Records and updating this information.	2.4.1 Where SBC MISSOURI manages the E911 database, SBC MISSOURI shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.	No apparent dispute.
CC E911 1	2.4.2 SBC MISSOURI shall coordinate access to the SBC MISSOURI E911 DBMS for the initial loading and updating of CLEC <u>end user</u> 911 Records.	2.4.2 SBC MISSOURI shall coordinate access to the SBC MISSOURI E911 DBMS for the initial loading and updating of CLEC End User 911 Records.	
CC E911 1	2.4.4 SBC MISSOURI will update CLEC's <u>end user</u> 911 Records in the E911 DBMS, at no charge to CLEC, if CLEC uses SBC's E911 Gateway to maintain the CLEC's end user records. SBC MISSOURI will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.	2.4.4 SBC MISSOURI will update CLEC's End User 911 Records in the E911 DBMS, at no charge to CLEC, if CLEC uses SBC's E911 Gateway to maintain the CLEC's end user records. SBC MISSOURI will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.	

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CC E911 1	3.2.2 CLEC acknowledges that its <u>end users</u> in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its <u>end users</u> to the proper E911 SR..	3.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR..	
CC E911 1	3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's <u>end user</u> 911 Records to SBC MISSOURI for inclusion in SBC MISSOURI' DBMS on a timely basis. SBC MISSOURI and CLEC shall arrange for the automated input and periodic updating of CLEC's <u>end user</u> 911 Records.	3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC MISSOURI for inclusion in SBC MISSOURI' DBMS on a timely basis. SBC MISSOURI and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.	
CC E911 1	3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's <u>end user</u> 911 Records that are MSAG-valid in electronic format based upon established NENA standards.	3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.	
CC E911 1	3.3.3 CLEC shall adopt use of a Company ID on all CLEC <u>end user</u> 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.	3.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.	

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CC E911 1	7.3 CLEC must <u>provide</u> documentation of <u>from successful call testing</u> to the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite <u>testing</u> to SBC MISSOURI prior to use of CLEC's E911 connection for actual emergency calls.	7.3 CLEC must obtain documentation of approval of the completed Exhibit I the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite approval(s) to SBC MISSOURI prior to use of CLEC's E911 connection for actual emergency calls.	
CC E911 2	2.2.3 <u>When an E911 call is originated from CLEC's UNE-P switch port, SBC MISSOURI will identify all calls that are routed to an incorrect PSAP and will correct routing information using customer service records. In the alternative, SBC MISSOURI will generate an ANI/ALI database error report and deliver to CLEC for correction with an LSR. There shall be no associated charges to CLEC for the LSR</u>	none	SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	4.0 <u>E911 REQUIREMENTS FOR UNEP AND UNE SWITCH PORT (stand alone port)</u> INTENTIONALLY LEFT BLANK	4.0 INTENTIONALLY LEFT BLANK	SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	4.1 UNE-P (Port with Loop)		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	4.1.1 CLEC shall order and provide accurate service address information for all UNE-P orders using the Local Service Request (LSR) process established by SBC MISSOURI. SBC MISSOURI shall provide access to E911/911 services for CLEC UNE-P end users in the same manner that it provides such access to SBC MISSOURI's own retail end users. This access shall include E911/911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CLEC end user based on the service location of that end user.		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	4.1.2 <u>SBC MISSOURI shall provide CLEC UNE-P end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLECUNE-P end users. CLEC and SBC MISSOURI agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	4.1.3 <u>SBC MISSOURI, upon receipt of an LSR from CLEC for UNE-P end user records, will perform any necessary error correction of a UNE-P end user record if said record errs as a result of E911/911 data validation processes and that such error can be corrected without additional information provided to SBC MISSOURI from CLEC. If the UNE-P record does not pass E911/911 data validation processes and requires additional input from CLEC, CLEC and SBC MISSOURI will work cooperatively to correct such error.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	<u>4.1.4 SBC MISSOURI shall use the appropriate service order process to update and maintain CLEC UNE-P end user service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support E911/911 on a non-discriminatory basis.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CC's language is rejected.
CC E911 6	<u>4.1.5 SBC MISSOURI, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database. SBC MISSOURI will update all CLEC UNE-P end user records in the ALI database affected by such a change in accord with the MSAG change submitted by the E911 Customer.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	<p><u>4.1.6 SBC MISSOURI, upon receipt of ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. SBC MISSOURI will notify CLEC of the change made. SBC MISSOURI, upon receipt of a "No Record Found" (NRF) report from an authorized E911 Customer, will forward said NRF report to CLEC for investigation and resolution. CLEC and SBC MISSOURI will work cooperatively to resolve all NRFs in an expeditious manner.</u></p>		<p>SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.</p>
CC E911 6	<p><u>4.2 UNE Port (Stand Alone Switch Port)</u></p>		<p>SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.</p>

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CC E911 6	4.2.1 <u>CLEC shall order and provide accurate service address information for all UNE Port orders using the Local Service Request (LSR) process established by SBC MISSOURI. SBC MISSOURI shall provide access to E911/911 services for CLEC UNE Port end users in the same manner that it provides such access to SBC MISSOURI's own retail end users. This access shall include E911/911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CLEC end user based on the service location of that end user.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	4.2.2 <u>SBC MISSOURI shall provide CLEC UNE Port end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLEC UNE Port end users. CLEC and SBC MISSOURI agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	<p>4.2.3 <u>SBC MISSOURI, upon receipt of an LSR from CLEC for UNE Port end user records, will perform any necessary error correction of a UNE Port end user record if said record errs as a result of E911/911 data validation processes and that such error can be corrected without additional information provided to SBC MISSOURI from CLEC. If the CLEC UNE Port record does not pass E911/911 data validation processes and requires additional input from CLEC, CLEC and SBC MISSOURI will work cooperatively to correct such error.</u></p>		<p>SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.</p>
CC E911 6	<p>4.2.4 <u>SBC MISSOURI shall use the appropriate service order process to update and maintain CLEC UNE Port end user service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support E911/911 on a non-discriminatory basis</u></p>		<p>SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.</p>

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CC E911 6	<u>4.2.5 SBC MISSOURI, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CLEC UNE Port end user records in the ALI Database. SBC MISSOURI will update all CLEC UNE Port end user records in the ALI database affected by such a change in accord with the MSAG change submitted by the E911 Customer.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	<u>4.2.6 SBC MISSOURI, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE Port end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. SBC MISSOURI will notify CLEC of the change made. SBC MISSOURI, upon receipt of a "No Record Found" (NRF) report from an authorized E911 Customer, will forward said NRF report to CLEC for investigation and resolution. CLEC and SBC MISSOURI will work cooperatively to resolve all NRFs in an expeditious manner.</u>		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.

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CC E911 6	4.2.7 CLEC will issue the appropriate LSR established by SBC MISSOURI for UNE Port end user changes as a result of an end user moving from one physical service location to a new physical service location that result in a rearrangement of the Loop associated with said UNE Port end user. CLEC will issue said LSR with accurate and complete service address information for said UNE Port end user. SBC MISSOURI will process said LSR to ensure the E911/911 Database is properly updated.		SBC is correct. In view of the TRRO's elimination of mass market UNE switching unbundling obligation, CLEC Coalition's language is rejected.
CC E911 6	4.3 UNE Loop		SBC is correct. CLEC Coalition's language is rejected.
CC E911 6	4.3.1 CLEC shall refer to all other sections within this 911 Attachment for transport facilities, trunking and database with respect to UNE Loop services.		SBC is correct. CLEC Coalition's language is rejected.
CC E911 3	2.3.2 SBC MISSOURI will provide facilities to interconnect the CLEC, as specified in the <u>Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement</u> . CLEC has the option to secure interconnection facilities from another provider or provide such interconnection	2.3.2 SBC MISSOURI will provide facilities to interconnect the CLEC, as specified in the State Access Tariff . CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.	SBC's language is most consistent with the Arbitrator's Report.

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	provider or provide such interconnection using their own facilities.		
CC E911 4	2.4.7 SBC MISSOURI will be responsible for identifying and correcting database errors that are caused by SBC MISSOURI	none	The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC E911 5	3.2.1 CLEC shall provide interconnection at each appropriate SBC MISSOURI 911 Selective Router that serves each exchange area in which CLEC chooses to provide basic local exchange service as defined by Missouri statutes	3.2.1 CLEC shall provide interconnection at each appropriate SBC MISSOURI 911 Selective Router that serves each exchange area in which CLEC is authorized to and will provide telephone exchange service.	SBC's language is most consistent with the Arbitrator's Report.

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CC E911 7	7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 Customer to establish service specifications service configurations offered by SBC MISSOURI and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC MISSOURI not later than forty-five (45) days prior to the date CLEC intends to pass live traffic to serve a particular rate center in which CLEC is authorized to provide local telephone exchange service. SBC MISSOURI shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than fifteen (15) days after receipt of Exhibit I from CLEC.	7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC MISSOURI and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC MISSOURI not later than forty-five (45) days prior to the date CLEC intends to pass live traffic to serve a particular rate center in which CLEC is authorized to provide local telephone exchange service. SBC MISSOURI shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than fifteen (15) days after receipt of Exhibit I from CLEC.	SBC's language is most consistent with the Arbitrator's Report.

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CC E911 8	7.3 CLEC must <u>provide</u> documentation of <u>from successful call testing</u> to the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite <u>testing</u> to SBC MISSOURI prior to use of CLEC's E911 connection for actual emergency calls.	7.3 CLEC must obtain documentation of approval of the completed Exhibit I the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite approval(s) to SBC MISSOURI prior to use of CLEC's E911 connection for actual emergency calls.	SBC's language is most consistent with the Arbitrator's Report.
CC E911 8	7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must <u>provide</u> each additional Exhibit I as set forth in Section 7.2, and shall furnish documentation of <u>successful testing</u> of each additional Exhibit I in accordance with Section 7.2.	7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval from the applicable E911 customer(s) of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.	SBC's language is most consistent with the Arbitrator's Report.

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CC E911 9	10. <u>LIABILITY</u>	10.1 SBC MISSOURI liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC MISSOURI shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC MISSOURI has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.	SBC's language is consistent with the Arbitrator's Report.

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CC E911 9	<p><u>10.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.</u></p>	<p>10.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC MISSOURI, CLEC shall not be liable to SBC MISSOURI, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC MISSOURI until service is restored.</p>	

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CC E911 9		10.3 CLEC agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss arising out of SBC MISSOURI provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	

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CC E911 9		10.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality 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, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	