

## ATTACHMENT 14: NUMBER PORTABILITY

### 1.0 Provision of Local Number Portability

1.1 SBC MISSOURI and TCG-KC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

### 2.0 Location Routing Number - Permanent Number Portability (LRN-PNP or LNP)

2.1 SBC MISSOURI and TCG-KC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 2.2 of this Attachment.

#### 2.2 Requirements for LRN-PNP or LNP

2.2.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

2.2.2 If a Party chooses not to fulfill its N-1 carrier responsibility, the other party will perform queries, on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

2.2.3 The party not performing its N-1 responsibilities shall be responsible for payment of charges to the other party for any queries made on the N-1 carrier's behalf, based upon rates filed and approved in FCC #2, Section 6, when one or more telephone numbers have been ported in the called telephone number's NXX.

2.2.4 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

#### 2.3 Ordering

2.3.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

2.3.2 Both Parties agree to provide, a Firm Order Confirmation (FOC) within industry defined time frames when an LSR is sent to one Party by the other Party.

2.3.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"),

the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

### **3.0 Requirements for PNP**

#### **3.1 LNP Process**

- 3.1.1 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC MISSOURI and TCG-KC agree that a 30 minute interval is a goal towards which both companies will work, however both TCG-KC and SBC MISSOURI recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.
- 3.1.2 SBC MISSOURI and TCG-KC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SBC MISSOURI and TCG-KC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.
- 3.1.4 The Party from whom a number is porting will set the 10-digit trigger, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.
- 3.1.5 Requirements for Business Complex Porting
  - 3.1.5.1 Business Complex Porting is number porting where the number translations for each customer TN ported are manually reconfigured at the time the port occurs. 10 Digit trigger technology is not applied for Business Complex Porting.

- 3.1.5.2 Requests for Business Complex Porting will be transmitted on an LSR, consistent with the normal LSR process. The LSR will specify the due date for the complex port. When due date and time for a request for Business Complex Porting is within normal business hours, SBC MISSOURI and TCG-KC will comply with the maximum porting intervals as set forth in Section 3.1.1 preceding, to the extent that cutover process and the capability of the Parties' support systems allows this to be accomplished.
- 3.1.5.3 Consistent with the normal process for processing LSRs, SBC MISSOURI and TCG-KC will issue Firm Order Confirmations for each LSR for complex porting. An FOC is both an acknowledgement of the receipt of a valid LSR as well as communication of the issuing company's assessment at the time of the FOC issuance that the order will be worked as specified in the FOC and completed by the due date specified in the LSR.
- 3.1.5.4 As agreed upon by the parties, complex porting requests may be classified as a project. Each company will provide SBC MISSOURI project management at no additional charge. TCG-KC deletes its language in dispute.
- 3.1.5.5 Either party may request that Business Complex Porting take place during any Off-Business Hour period. Such request will be met based on the ability to schedule and will be accompanied by charges as outlined in the Pricing Appendix for Time and materials or maintenance of service as appropriate.

## 3.2 Obligations of Parties

- 3.2.1 When purchasing the LNP Database Access Query, TCG-KC will access SBC MISSOURI facilities via an SS7 link: SBC MISSOURI - Section 6 of FCC No. 2 Access Service Tariff, to the SBC MISSOURI STP.
- 3.2.2 When TCG-KC requests that an NXX in an LRN capable SBC MISSOURI switch become portable, The Parties shall follow the industry standard LERG procedure.
- 3.2.3 The Parties shall be certified by the Regional NPAC prior to scheduling Inter-company testing of PNP.
- 3.2.4 The Parties shall adhere to SBC MISSOURI Local Service Request (LSR) format and PNP due date intervals.
- 3.2.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be

released back to the carrier owning the switch in which the telephone number's NXX is native.

3.2.6 Intentionally Left Blank.

3.2.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.2.8 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.2.9 Telephone numbers can be ported as a basic network offering only within SBC MISSOURI rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. Porting numbers between rate centers/districts creates an FX (Foreign Exchange) service offering which must be supported by Tariffs. Traffic associated with FX offerings ceases to be local traffic when the calling and the called party are in two distinct local calling areas. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers to number assignments and moves outside of a mandatory local calling area.

3.3 If Integrated Services Digital Network User Part (ISUP) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]

### 3.4 Limitations of Service

3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by SBC MISSOURI or TCG-KC.

### 3.5 Mass Calling

3.5.1 SBC MISSOURI will provide mass calling code portability using a non-LRN solution as specified below.

3.5.2 Service Provided

3.5.2.1 SBC MISSOURI will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC MISSOURI mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC MISSOURI mass calling tandem mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC MISSOURI choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.5.2.2 When TCG-KC requests that a SBC MISSOURI number with a mass calling NXX code be ported to its network, SBC MISSOURI will build translations at the CSO to route the incoming calls to an TCG-KC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the TCG-KC central office.

### 3.5.3 Obligations of SBC MISSOURI

3.5.3.1 SBC MISSOURI will port its numbers with mass calling NXXs upon request by TCG-KC. Non-LRN porting will be done via pseudo code or route index translation in the SBC MISSOURI CSO rather than STP queries to the LNP database. This method of porting mass call numbers will be used during both INP and LNP period in each market.

3.5.3.2 SBC MISSOURI will not charge TCG-KC for the use of its choke network by the TCG-KC's mass calling customer. In exchange, SBC MISSOURI shall not be responsible to pay inter-company terminating compensation for terminating minutes of use (MOU) for ported choke calls.

### 3.5.4 Obligations of TCG-KC

3.5.4.1 TCG-KC shall agree to adhere to SBC MISSOURI LSR format and mass calling due date intervals.

3.5.4.2 TCG-KC shall provide the facility and DID trunk group from the SBC MISSOURI CSO to the TCG-KC's serving office. TCG-KC shall size this one-way MF trunk group.

3.5.4.3 TCG-KC shall forgo any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

### 3.6 Operator Services and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services and Directory Assistance shall also apply when LRN-PNP is in place.

### 3.7 Porting of DID Block Numbers

3.7.1 SBC MISSOURI and TCG-KC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 SBC MISSOURI and TCG-KC shall permit a customer (the billing party or an authorized agent thereof) who ports a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of TCG-KC's position that SBC MISSOURI should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block.

## 4.0 Pricing

4.1 The Parties agree that FCC approved rates in SBC MISSOURI - Section 6 of the FCC No. 2 Access Services Tariff are applicable to the pricing of LNP queries.

4.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost associated with LNP. Notwithstanding the foregoing, SBC MISSOURI may charge TCG-KC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

## 5.0 LNP Activate/Disconnect Process

5.1 SBC MISSOURI will provide TCG-KC with the LNP Activate/Disconnect process as set forth in Sections 5.2-5.3 below.

5.2 SBC MISSOURI will mechanically monitor TCG-KC TN activation in the NPAC and complete the SBC MISSOURI provisioning process when appropriate as outlined on CLEC OnLine.

5.3 In the event TCG-KC does not activate TNs scheduled for porting on confirmed due date, SBC MISSOURI will continue to monitor the TNs for NPAC activation for 6 business days past the confirmed due date. No supplemental LSR is required so long as the TNs are activated within 6 business days of the confirmed due date. As part of this process, SBC MISSOURI will make available to TCG-KC a list of TN's that have not been activated as of the end of the 6<sup>th</sup> business day past the confirmed due date. If a TN has not been activated by the close of business on the 6<sup>th</sup> day past the confirmed due date, SBC

MISSOURI will cancel the order and provide a list of cancelled TNs and their associated purchase order numbers (PONs) to TCG-KC. TCG-KC is not required to send a supplemental LSR to cancel any un-activated PONs that SBC MISSOURI cancels on the 7<sup>th</sup> business day.

**5.0 Reservation of Rights/Intervening Law**

- 5.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## ATTACHMENT 15: E911

### **TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: E911 sets forth the terms and conditions under which SBC MISSOURI will provide the connection between TCG-KC's local switch and E911 Universal Emergency Number Service.

#### **1.0 DEFINITIONS**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service or E911 Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 1.2 **E911 Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Automatic Number Identification (ANI)** - The telephone number associated with the access line from which a call to 911 originates.
- 1.5 **Automatic Location Identification (ALI)** - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 1.6 **Selective Routing and Selective Router (SR)** - The routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

- 1.7 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or Automatic Location Identification (ALI) E911 systems.
- 1.8 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.
- 1.9 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.10 **"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.
- 1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 1.12 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 1.13 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

## **2.0 SBC MISSOURI RESPONSIBILITIES**

- 2.1 SBC MISSOURI shall provide and maintain equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC MISSOURI is the 911 Service Provider SBC MISSOURI shall provide 911 Service to TCG-KC as described in this section in a particular Rate Center in which TCG-KC is authorized to provide local telephone exchange service and SBC MISSOURI is the 911 Service Provider. This shall include the following:
- 2.1.1 TCG-KC shall order and SBC MISSOURI shall provide 911 trunks in accordance with industry standards, and SBC MISSOURI shall provide such trunks within the time frames of 10 business days for transport facilities (T1), and 20 business days for trunks upon receipt of a clean and accurate ASR from TCG-KC. Pursuant to these guidelines an expedite request on 911 trunks will not be granted to TCG-KC.

## 2.2 Call Routing

- 2.2.1 SBC MISSOURI will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 2.2.2 SBC MISSOURI will forward the calling party number (ANI) it receives from TCG-KC and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by TCG-KC, SBC MISSOURI will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by TCG-KC, but no ANI record is found in the E911 DBMS, SBC MISSOURI will report this "No Record Found" condition to TCG-KC in accordance with NENA standards.

## 2.3 Facilities and Trunking

- 2.3.1 Upon written request by TCG-KC, SBC MISSOURI shall, in a timely fashion, provide TCG-KC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR (Selective Router) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 2.3.2 SBC MISSOURI shall provide and maintain sufficient dedicated E911 trunks from SBC MISSOURI's selective router ("SR") to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 2.3.3 SBC MISSOURI will provide facilities to interconnect TCG-KC as specified in the State Access Tariff. TCG-KC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
- 2.3.4 The TCG-KC written request required by this Section 2.3 may consist of Addendum 1 as previously provided to TCG-KC by SBC MISSOURI and customarily used to commence the E911 ordering process.
- 2.3.5 SBC MISSOURI and TCG-KC will cooperate to promptly test all trunks and facilities between TCG-KC's network and the SBC MISSOURI SR(s).

## 2.4 Database

- 2.4.1 Where SBC MISSOURI manages the E911 database, SBC MISSOURI shall store TCG-KC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of TCG-KC's End Users served by TCG-KC's exchange(s)] in the electronic data processing database for the E911 DBMS. TCG-KC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

- 2.4.2 SBC MISSOURI shall coordinate access to the SBC MISSOURI E911 DBMS for the initial loading and updating of TCG-KC End User 911 Records.
- 2.4.3 SBC MISSOURI's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 2.4.4 SBC MISSOURI will update TCG-KC's End User 911 Records in the E911 DBMS. SBC MISSOURI will then provide TCG-KC 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 TCG-KC.
- 2.4.5 SBC MISSOURI shall provide TCG-KC with a file containing the Master Street Address Guide (MSAG) for TCG-KC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where TCG-KC is authorized to do business as a local exchange service provider and SBC MISSOURI is the 911 database provider.
- 2.4.6 Where SBC MISSOURI manages the DBMS, SBC MISSOURI shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

### **3.0 TCG-KC RESPONSIBILITIES**

#### **3.1 Call Routing**

- 3.1.1 TCG-KC will transport 911 calls from each point of interconnection (POI) to the SBC MISSOURI SR office of the E911 system, where SBC MISSOURI is the 911 Service Provider.
- 3.1.2 TCG-KC will forward the ANI information of the party calling 911 to the SBC MISSOURI 911 Selective Router.

#### **3.2 Facilities and Trunking**

- 3.2.1 TCG-KC shall provide interconnection with each SBC MISSOURI 911 Selective Router that serves the exchange areas in which TCG-KC is authorized to and will provide telephone exchange service.
- 3.2.2 TCG-KC may place its 911 traffic on facilities that TCG-KC has leased from an underlying carrier.
- 3.2.3 TCG-KC acknowledges that its End Users in a single local calling scope may be served by different SRs and TCG-KC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

- 3.2.4 TCG-KC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC MISSOURI 911 SR, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.5 TCG-KC shall maintain transport capacity sufficient to route traffic over trunks between the TCG-KC switch and the SBC MISSOURI SR.
- 3.2.6 TCG-KC shall provide sufficient trunking and facilities to route TCG-KC's originating 911 calls to the designated SBC MISSOURI 911 SR. TCG-KC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.7 TCG-KC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC MISSOURI 911 SR.
- 3.2.8 TCG-KC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.9 TCG-KC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If TCG-KC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, TCG-KC shall request additional circuits from SBC MISSOURI.
- 3.2.10 TCG-KC will cooperate with SBC MISSOURI to promptly test all 911 trunks and facilities between TCG-KC's network and the SBC MISSOURI 911 Selective Router(s) to assure proper functioning of 911 service. TCG-KC agrees that it will not pass live 911 traffic until successful testing is completed by both Parties. TCG-KC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to TCG-KC's demarcation (for example, collocation). SBC MISSOURI will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). TCG-KC is responsible for advising SBC MISSOURI of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC MISSOURI of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC MISSOURI will refer network trouble to TCG-KC if no defect is found in SBC MISSOURI's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

### 3.3 Database

- 3.3.1 Once E911 trunking has been established and tested between TCG-KC's End Office and all appropriate SR, TCG-KC or its representatives shall be responsible for providing TCG-KC's End User 911 Records to SBC MISSOURI for inclusion in SBC MISSOURI's DBMS on a timely basis. SBC MISSOURI and TCG-KC shall arrange for the automated input

and periodic updating of TCG-KC's End User 911 Records based on established NENA standards.

- 3.3.2 TCG-KC or its agent shall provide initial and ongoing updates of TCG-KC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 3.3.3 TCG-KC shall adopt use of a Company ID on all TCG-KC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.3.4 TCG-KC is responsible for providing SBC MISSOURI updates to the ALI database; in addition, TCG-KC is responsible for correcting any errors that may occur during the entry of their data to the SBC MISSOURI 911 DBMS.
- 3.3.5 TCG-KC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

## **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from TCG-KC to the designated SBC MISSOURI 911 Selective Router(s).

## **6.0 METHODS AND PRACTICES**

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all applicable FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the principles expressed in the recommended standards published by NENA.

## **7.0 CONTINGENCY**

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 service.
- 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 TCG-KC. These specifications shall be documented in Addendum I, TCG-KC Serving Area Description and E911 Interconnection Details. TCG-KC shall complete its portion of Addendum I and submit it to SBC MISSOURI not later than forty-five (45) days prior to the passing of live traffic. SBC MISSOURI shall complete its portion of Addendum I and return Addendum I to TCG-KC not later than thirty (30) days prior to the passing of live traffic.

- 7.3 TCG-KC must obtain documentation of approval of the completed Addendum I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which TCG-KC's End Users are located TCG-KC shall provide documentation of all requisite approval(s) to SBC MISSOURI prior to use of TCG-KC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Addendum I to this Attachment when necessary to accommodate expansion of the geographic area of TCG-KC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. TCG-KC must obtain approval of each additional Addendum I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Addendum I in accordance with Section 7.2.
- 7.5 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of TCG-KC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

SBC MISSOURI representative:

911 Services Account Manager  
4 SBC Plaza, 21st Floor  
311 S. Akard St.  
Dallas, TX 75202-5398

TCG-KC representative:

Dale Morgenstern  
One TCG-KC Way  
Room 4B122  
Bedminster, New Jersey 07921-0752  
908-234-5120

- 7.6 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

## **8.0 BASIS OF COMPENSATION**

- 8.1 Compensation to SBC MISSOURI for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 8.2 Charges will begin on the date connection to E911 service commences.

**9.0 MONTHLY BILLING**

- 9.1 SBC MISSOURI will render to TCG-KC monthly statements in advance, showing the amounts determined as provided in Section 7.0 above, and TCG-KC will make payment in full within thirty (30) days from the date of the bill.

**10.0 INDEMNIFICATION LIABILITY**

- 10.1 The matters addressed in this Attachment are subject to the limitation of liability and indemnification provisions set forth in the General Terms and Conditions of this Agreement. SBC MISSOURI liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. SBC MISSOURI shall not be liable to TCG-KC, 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 TCG-KC until service is restored.

**11.0 Reservation of Rights/Intervening Law**

- 11.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

**Addendum I to Attachment 15:**

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: Rate Center(s):		"Connect Signal" Digits 1 - 1	# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	SS7 Point Code
<b>SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE</b>				
<b>E9-1-1 CONTROL OFFICE:</b> CLLI Code:		<b>RATE CENTER(s) FOR MSAG PULL <sup>(1)</sup></b> Rate Center(s):	<b>PSAPs INCLUDED</b>	<b>E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend below)</small></b>
<b>E9-1-1 Features Required:</b>	ANI/ALI/SR			
<b># of 9-1-1 Trunks for LSP:</b>				
<b>MSAG Update Interval:</b>	Monthly			
<b>ALI Database Provider:</b>				
<b>ACCOUNT MANAGER:</b>				
<b>LOG NUMBER</b>				
<b>FOOTNOTES:</b> (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider. (2) (3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.				
<b>"TYPE of AGENCY" LEGEND:</b> HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission (blank) = (blank space for use as needed to define another agency type)				<b>Prepared by:</b> voice fax email
<b>STATUS of EXHIBIT:</b>				<b>Date Prepared</b>

ADDENDUM II  
BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects.

<u>911 Trunk Charge</u>	<u>Monthly Recurring<sup>P</sup></u>	<u>Nonrecurring – Initial<sup>P</sup></u>
Channel (Each)	\$ <b>85.00</b> (1) per trunk	\$ <b>170.00</b> (1) per trunk

## **ATTACHMENT 16: NETWORK SECURITY**

### **1.0 NETWORK SECURITY**

#### **1.1 Protection of Service and Property.**

- 1.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Attachment, SBC MISSOURI agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.1.2 SBC MISSOURI will provide access to TCG-KC equipment, support equipment, systems, tools and data, or spaces which contain or house TCG-KC equipment, only to TCG-KC employees and its agents based on TCG-KC providing a list of authorized personnel. TCG-KC employees and authorized agents must display identification required by SBC MISSOURI.
- 1.1.3 SBC MISSOURI will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC MISSOURI employee to enter into the exclusive TCG-KC collocated space except in an emergency situation in which SBC MISSOURI will immediately have the ability to enter into TCG-KC's collocated space notifying TCG-KC as soon as possible.
- 1.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
- 1.1.5 Allowing TCG-KC, where TCG-KC is Physically collocated, to inspect or observe spaces which house or contain TCG-KC equipment or equipment enclosures after such time as SBC MISSOURI has turned over the collocation area to TCG-KC and to furnish TCG-KC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured TCG-KC space.
- 1.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive TCG-KC collocated space that is unique to that space.

- 1.1.7 Ensuring that the area which houses TCG-KC's equipment is adequately secured to prevent unauthorized entry to the same level as SBC MISSOURI provides to itself.
- 1.1.8 Limiting the keys used in SBC MISSOURI's keying systems for cages which contain or house TCG-KC equipment or equipment enclosures to SBC MISSOURI's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with TCG-KC to allow escort opportunity. SBC MISSOURI will change locks at TCG-KC's request; the expense will be born by TCG-KC. The expense will be borne by SBC MISSOURI where a security breach has occurred and in that circumstance SBC MISSOURI failed to meet the obligations of Section 1.1.7 of this Attachment.
- 1.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain TCG-KC equipment, provided TCG-KC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house TCG-KC equipment or equipment enclosures.
- 1.1.11 Providing notification to designated TCG-KC personnel to report any actual or attempted security breach involving TCG-KC's equipment or equipment enclosures as soon as reasonably practicable after SBC MISSOURI has become aware of such actual or attempted security breach.
- 1.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.
- 1.1.13 In the event that Attachment 13 Appendix Collocation addresses any matter also covered by this Attachment, the provisions of Appendix Collocation prevail.