

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 CLEC's local switch and E911 Universal Emergency Number Service.

1. DEFINITIONS

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

- 1.1 "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.
- 1.2 "Automatic Location Identification" or "ALI" means 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.
- 1.3 "Automatic Number Identification"(ANI) or "Calling Party Number"(CPN) allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN , in these instances the Calling Party will be identified by using a billing telephone number.
- *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.
- 1.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 1.6 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.
- 1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the 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).
- 1.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 1.9 "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

*1 Issue 1

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).

- 1.10 “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.
- 1.11 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.
- 1.12 “Selective Routing” and “Selective Router” or “SR” means 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.
- 1.13 ALI Database - A database which stores information associated with end user customers’ telephone numbers.
- 1.14 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

2. SBC MISSOURI RESPONSIBILITIES

- 2.1 SBC MISSOURI will provide and maintain such 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 CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC MISSOURI is the 911 Service Provider. This shall include the following:
 - 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 CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC MISSOURI will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC MISSOURI will report this “No Record Found” condition to the CLEC in accordance with NENA standards.
- 2.3 Facilities and Trunking
 - 2.3.1 SBC MISSOURI shall provide and maintain sufficient dedicated E911 trunks from the SBC MISSOURI SR to the PSAP of the E911 Customer, according to provisions of the MISSOURI Corporation Commission, and documented specifications of the E911 Customer.

- 2.3.2 ^{*2}CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office. SBC MISSOURI will provide 9-1-1 facilities to interconnect the CLEC from the POI to the 9-1-1 Selective Router, at no charge to CLEC. CLEC will pay 9-1-1 trunk charges as listed in Exhibit 2 of this Attachment. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
- 2.3.3 Upon written request by CLEC, SBC MISSOURI shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR 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.
- 2.3.4 SBC MISSOURI and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC MISSOURI SR(s) in accordance with industry standards.
- 2.4 Database
- ^{*12.4.1} 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.
- ^{*12.4.2} SBC MISSOURI shall coordinate access to the SBC MISSOURI E911 DBMS for the initial loading and updating of CLEC end user 911 Records.
- 2.4.3 SBC MISSOURI 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.
- ^{*12.4.4} 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.
- 2.4.5 Where SBC MISSOURI manages the DBMS, SBC MISSOURI shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service 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.
- ^{*32.4.7} SBC MISSOURI will be responsible for identifying and correcting database errors that are caused by SBC MISSOURI.

3. CLEC RESPONSIBILITIES

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- 3.1 Call Routing
 - 3.1.1 CLEC 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 CLEC 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 ^{*5}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 exchange service.
 - 3.2.2 ^{*1}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..
 - 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC MISSOURI 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC MISSOURI SR.
 - 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC MISSOURI 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
 - 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC MISSOURI 911 SR.
 - 3.2.7 CLEC 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.
 - 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC MISSOURI.
 - 3.2.9 CLEC will cooperate with SBC MISSOURI to promptly test all 911 trunks and facilities between CLEC's network and the SBC MISSOURI 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
 - 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC'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). CLEC 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

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any 911 outage. SBC MISSOURI will refer network trouble to CLEC 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 *¹Once 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's 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.

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.

3.3.3 *¹CLEC 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.

3.3.4 CLEC is responsible for providing SBC MISSOURI updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC MISSOURI 911 DBMS.

3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

3.4.1 CLEC is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

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5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC MISSOURI 911 Selective Router(s).

6. 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 FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 Service.

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- *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 begin providing basic local exchange service in 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.
- *8.3 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.
- *8.4 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.
- 7.5 The Parties designate the following representatives who shall have the authority to execute additional Exhibits 1 to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

SBC MISSOURI representative:

911 Account Manager
4 Bell Plaza, 21st Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

8. 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 Exhibit II, Basis Of Compensation, and applied as specified in Exhibit I.
- 8.2 Charges will begin on the date connection to E911 service commences.

9. MONTHLY BILLING

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*8 Issue 8

- 9.1 SBC MISSOURI will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7. above. Payment will be made in accordance with Section 8 (Billing), Section X (Assurance of Payment), Section X (Payment of Rates and Charges) and Section X (Dispute Resolution) of the General Terms and Conditions of this Agreement, including the provisions governing resolution of billing disputes.

10. LIABILITY

⁹10.1 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.

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.

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.

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.

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EXHIBIT II - BASIS OF COMPENSATION

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

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

Trunk Charge Channel (Each)	Monthly Recurring \$85.00 per trunk	Nonrecurring \$170.00 per trunk
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