ARTICLE VII: E911 SERVICE CONNECTION AND DATABASE ACCESS

1.0   GENERAL

E911 Universal Emergency Number Service is a method of routing 911 calls to a Public Safety Answering Point (PSAP) that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It can include selective routing.

2.0   DEFINITIONS

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

2.1.1   "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 Selective Router in accordance with applicable NENA Standards.

2.1.2   "ALI Database" - A database which stores information associated with end user customers' telephone numbers.

2.1.3   "Automatic Location Identification" or "ALI" means a record that includes the subscriber's name, street address, emergency service number and other predetermined information associated with the E-911 caller's telephone number.

2.1.4   "Automatic Number Identification" or "ANI" means the telephone encoding of a subscriber's telephone number, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database.

2.1.5   "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.

2.1.6   "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.

2.1.7 "E911 Customer or PSAP Operator" - 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 a minimum, for emergency police and fire service through the use of one telephone number, 911.

2.1.8 "E911" (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.

2.1.9 "E911 Service Provider" is a local exchange carrier that provides the Selective Routers and Router to PSAP facilities used to route 911 calls to PSAPs. In addition, the E911 Service Provider furnishes ALI database services as required.

2.1.10 "Emergency Services" means law enforcement, fire, ambulance, rescue, and medical services.

2.1.11 "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).

2.1.12 "National Emergency Number Association" or "NENA" means a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number" for emergency calls. 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.

2.1.13 "Public Safety Answering Point" or "PSAP" - An answering location for 911 calls originating in a given area. The E911 PSAP Operator 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.

2.1.14 "Selective Routing" and "Selective Router" 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.

3.0 CENTURYTEL RESPONSIBILITIES

3.1 When CenturyTel is the E911 Service Provider in a particular Rate Center in which **CLEC furnishes local telephone exchange service, CenturyTel shall have the obligations in this Section 3 and its subsections.

3.2 Call Routing

   3.2.1 CenturyTel will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer (PSAP).

   3.2.2 CenturyTel will forward the calling party number (ANI) it receives from **CLEC and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If ANI is forwarded by **CLEC, but no ALI record is found in the E911 DBMS, CenturyTel will report this "No Record Found" condition to **CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

   3.3.1 CenturyTel shall provide and maintain sufficient dedicated E911 circuits/trunks from each applicable Selective Router to the PSAP(s) of the E911 PSAP Operator, according to provisions of the applicable State authority, applicable NENA standards and documented specifications of the E911 PSAP Operator. CenturyTel will permit **CLEC to lease 911 facilities from **CLEC's network to CenturyTel's Selective Router(s) at the rates set forth in Article XI (Pricing). **The rates for 911 facilities set forth in Section III.C, of Article XI (Pricing) are TELRIC-based rates as required by Section 251(c).** **CLEC has the option to secure alternative 911 facilities from another provider to provide its own facilities.

3.3.2 Upon written request by **CLEC, CenturyTel shall, in a timely fashion and at no charge, provide **CLEC with a description of the geographic area (or Rate Centers) and PSAPs served by the E911 Selective Router(s) 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.

3.3.3 CenturyTel and **CLEC will cooperate to promptly test all trunks and facilities between **CLEC's switch and the CenturyTel SR(s) in accordance with industry standards

3.4 Database

3.4.1 Where CenturyTel manages the E911 database, CenturyTel shall store **CLEC's End User 911 Records (that is, the name, address, and associated telephone number(s) for each of **CLEC's End Users within the area served by the PSAP) 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.

3.4.2 Where it is the DBMS provider, CenturyTel shall password protect to the E911 database or central office based database management systems for use by local exchange telecommunications companies solely for the purpose of updating subscriber records when local exchange telecommunications companies are responsible for updating such records.

3.4.3 CenturyTel shall coordinate access to the CenturyTel E911 DBMS for the initial loading and updating of **CLEC's End User 911 Records.

3.4.4 CenturyTel ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.5 CenturyTel will update **CLEC's End User 911 Records in the E911 DBMS, at no charge to **CLEC, if **CLEC uses CenturyTel's E911 gateway to maintain **CLEC's End User records. CenturyTel 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 to be provided to **CLEC.

3.4.6. Where CenturyTel manages the DBMS, CenturyTel shall provide **CLEC with an electronic file containing the Master Street Address Guide (MSAG) for **CLEC's respective exchanges or communities for areas where **CLEC does business as a local exchange service provider.

Additional copies of the MSAG file are available at the rate set forth in Article XI (Pricing).

3.4.7 Where CenturyTel manages the DBMS, CenturyTel shall establish a process for the management of NPA splits by populating the DBMS with the appropriate Numbering Plan Area (NPA) codes.

3.4.8 Pursuant to its Tariffs, CenturyTel may charge the appropriate E911 PSAP Operator for each **CLEC subscriber record that CenturyTel maintains in the E911 database or DBMS. Thus, charges will be collected from the PSAP Operator and not the **CLEC.

4.0 **CLEC RESPONSIBILITIES

4.1 When CenturyTel is the E911 Service Provider in an exchange where **CLEC offers local exchange service and wants to commence provision of such service, **CLEC shall have the obligations in this Section 4 and its subsections.

4.2 Call Routing

4.2.1 **CLEC will transport 911 calls from its switch to the applicable CenturyTel Selective Router associated with each exchange where **CLEC provides basic local exchange service or other service that includes 911 or E911 functionality.

4.2.2 **CLEC will forward the ANI information of the party calling 911 to the CenturyTel Selective Router.

4.3 Facilities and Trunking

4.3.1 **CLEC shall provide sufficient facilities and trunks at each CenturyTel 911 Selective Router that serves each exchange area in which **CLEC is provides exchange service. **CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and **CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 Selective Router.

4.3.2 **CLEC shall obtain a minimum of two dedicated one-way outgoing trunks (DS0 level or better) to reach each PSAP and will connect these trunks to the Selective Router that serves the PSAP in accordance with applicable NENA standards. Where a Selective Router serves more than one PSAP, for CMRS and nomadic VOIP providers, the pairs of trunks will be dedicated to specific PSAPs associated with **CLEC's exchange areas. For purposes of this Article VII, the term "nomadic VoIP provider" shall be defined as a provider of interconnected VoIP services that offers

its End User Customers the ability to send and receive calls from any location with a broadband connection, rather than providing such service from a fixed location or address. **CLEC shall maintain transport capacity sufficient to route traffic over trunks between **CLEC's switch and the CenturyTel Selective Router. **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.

4.3.3 **CLEC is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.

4.3.4 **CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the CenturyTel 911 Selective Router(s).

4.3.5 **CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If **CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, **CLEC shall add additional trunks.

4.3.6 **CLEC will cooperate with CenturyTel to promptly test all 911 trunks and facilities between **CLEC's network and the CenturyTel 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.

4.4 Selective Router Port Charges/Terminations for Connecting Companies

4.4.1 **CLEC will be charged a monthly recurring and one-time charge per trunk to establish the hardware connection to the Selective Router that provides connectivity for incoming 911 trunks to enable competitive local exchange carrier access to the emergency services network. Such connectivity charges are set forth in Article XI (Pricing), Section IV and shall apply to Charter pursuant to this Article. A Selective Router Port Connection is required for each individual trunk.

4.4.2 In addition to the standard connectivity charge, a CMRS/VOIP Service Additive is an additional monthly charge specifically for software/firmware required only by CMRSs and nomadic VOIP providers to provide for multiple 10-20 digit streams using a Call Associated Signaling (CAS) arrangement. The Additive will not be charged to **CLEC because **CLEC's services are not nomadic services.

4.4.3   Third Party Frame Relay Access Device (FRAD) Connectivity provides allows for retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyTel Third Party Database **CLEC over a Non-Call Associated Signaling (NCAS) solution. Upon receipt of a call at the PSAP location, a request is forwarded through the ANI/ALI Controller that first queries a CenturyTel-controlled database for specific caller information via a full period data circuit. If the information is unavailable with the CenturyTel-controlled database, software "broadcasts" a request for data through a Frame Relay network to Third Party-controlled databases to retrieve the data. Third Party FRAD Connectivity is composed of the two below components.

    4.4.3.1   FRAD Access establishes a Frame Relay connection at the Central Office as well as whatever data circuits are needed to gain access to the Frame Relay network provider. Data connectivity to the Third Party Frame Relay service is additional and must be coordinated by the provider requiring service. The third-party record provider must provide the 56k circuit.

    4.4.3.2   Steerable ALI Software is required for each Competitive Local Provider or wireless vendor or their agent for each CenturyTel-controlled database platform to which a Non-Call Associated Signaling (NCAS) connection is required. Steerable ALI is a Software product that provides a means of "broadcasting" a request for data across all active channels to retrieve the proper ANI/ALI information for a given request.

4.5   Database

4.5.1   Once E911 trunking has been established and tested between **CLEC's End Office and appropriate Selective Routers, **CLEC or its representatives shall be responsible for providing **CLEC's End User 911 Records to CenturyTel for inclusion in CenturyTel's DBMS on a timely basis.

4.5.2   **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.

4.5.3   **CLEC shall adopt use of a CenturyTel ID on all **CLEC End User 911 Records in accordance with NENA standards. The CenturyTel ID is used to identify the carrier of record in facility configurations.

4.5.4   **CLEC is responsible for providing CenturyTel 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 CenturyTel 911 DBMS.

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

4.6 Other

4.6.1 If **CLEC uses a third-party database provider and provides nomadic VoIP, as defined in Section 4.3.2 (above), **CLEC shall obtain its own routable but non-dialable ESQKs for each PSAP to which CenturyTel provides or shall provide coverage, and shall supply these ESQKs to CenturyTel for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, **CLEC shall promptly obtain the appropriate number of additional ESQKs to be allocated to each PSAP as may be appropriate under the circumstances. The term "ESQK" as used herein,shall be defined s an Emergency Services Query Key, which is used by the NENA as a key to identify a call instance at a VoIP Positioning Center, and which is associated with a particular selective router/emergency services combination.

4.6.2 **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 **CLEC provides local exchange service.

5.0   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 CenturyTel 911 Selective Router(s).

5.2   Where SS7 connectivity is available and required by the applicable E911 Customer (PSAP), the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

5.3   **CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network or its leased non-CenturyTel network. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from its network up to CenturyTel's 911 Selective Router if **CLEC obtains facilities from CenturyTel for this purpose. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from the Selective Router to the appropriate PSAP(s). **CLEC is responsible for advising CenturyTel of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyTel of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyTel will refer network trouble to **CLEC if no defect is found in CenturyTel's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

6.0   METHODS AND PRACTICES

6.1   With respect to all matters covered by this Article, 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.

7.0   CONTINGENCY

7.1   The Parties agree that E911 service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyTel and **CLEC. These specifications shall be documented in a form which shall be provided by CenturyTel at the time of **CLEC's initial contact with CenturyTel's 911 service team (the "Specifications Form"). **CLEC shall complete the Specification Form and submit it to CenturyTel 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. CenturyTel

shall complete its portion of the Specification Form and return it to **CLEC not later than fifteen (15) days after receipt of the Specification Form from **CLEC.

7.2   **CLEC must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators 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 CenturyTel prior to the use of **CLEC's E911 connection for actual emergency calls. **CLEC's process to obtain approval will be done in accordance with applicable State statutes or requirements as appropriate.

7.3   Each Party has designated a representative who has the authority to complete additional Specifications Forms when necessary to accommodate expansion of the geographic area of **CLEC into the jurisdiction of additional PSAPs or to increase the number of trunks. **CLEC must obtain approval from the applicable E911 PSAP Operator of each additional Specification Form, as set forth in this Section 7, and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with this Section 7.

8.0   BASIS OF COMPENSATION

8.1   Compensation to CenturyTel for provision of connection to E911 service provided will be in accordance with the charges set forth in Article XI (Pricing), and applied in accordance with the specifications and configurations set forth in the Specifications Form.

8.2   Charges will begin on the date connection to E911 service commences and shall be billed on monthly statements in advance. Payment will be made in accordance with Article III of the Agreement.

8.3   In satisfaction of **CLEC orders or requests related to E911 Service, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Article.   In such event CenturyTel is entitled to reimbursement from **CLEC for all such costs, where mutually agreed upon, and following specific, detailed notice by CenturyTel to **CLEC of the specific costs for which CenturyTel seeks reimbursement, and following **CLEC's acceptance of such reimbursement liability and concurrence to proceed with fulfilling the order or request. For all such costs and expenses, CenturyTel shall be reimbursed, through individual case basis non-recurring charges ("NRCs"), for the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges.

9.0   LIABILITY

9.1   E911 Service is provided by CenturyTel subject to State statutory limitations of liability and the following subsections.

9.2   CenturyTel's entire liability to **CLEC or any person for interruption or failure of any aspect of E911 shall be limited by the terms set forth in this Section 9, the Rules and Regulations section of this Article, and in any sections of other Articles which apply to the provision of E911 by CenturyTel. E911 is offered solely to assist **CLEC in providing E911 in conjunction with applicable fire, police, and other public safety agencies. By providing E911 to **CLEC, CenturyTel does not create any relationship or obligation, direct or indirect, to any third party other than **CLEC.

9.3   ~~CenturyTel~~ **Neither Party** shall <u>not</u> be liable for civil damages, whether in contract, tort or otherwise, to **the other Party** <u>any person, corporation, or other entity</u> for any loss or damage caused by any act or omission of CenturyTel or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of E911 other than an act or omission constituting **negligence,** gross negligence <u>or</u> **intentional,** <u>wanton</u> or willful misconduct. <u>However, in no event shall CenturyTel's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the applicable rate set forth in Article XI (Pricing) for the service or facilities provided to **CLEC for the time such interruption to service or facilities continues, after notice by **CLEC to CenturyTel.</u> <u>No allowance shall be made to the extent that the interruption is due to the negligence or willful act of **CLEC.</u> In no event shall **either Party** <u>CenturyTel</u> be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911**, unless caused by a CenturyTel act or omission constituting reckless, wanton or willful misconduct.**

9.4   **Each Party (Indemnifying Party)** <u>**CLEC</u> shall indemnify and hold harmless **the other Party (Indemnified Party)** <u>CenturyTel</u> from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity against **the Indemnified Party** <u>CenturyTel</u> as a result of any act or omission of **the Indemnifying Party** <u>**CLEC</u> or any of its employees, directors, officers, contractors or agents, except for **the Indemnified Party's** <u>CenturyTel</u> acts of negligence, gross negligence or wanton or willful misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of E911 or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of E911 Service.

9.5   CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the

provision of E911 when any 911 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 multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.

9.6   CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of E911 when there is a failure of or interruption E911 <u>due to</u> **caused by** the attachment of any equipment by **CLEC to CenturyTel facilities, **except to the extent caused by a CenturyTel act or omission constituting reckless, wanton or willful misconduct**. **CLEC may, with the prior written consent of CenturyTel, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by CenturyTel. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. CenturyTel reserves the right to refuse attachments if CenturyTel determines that said attachments will degrade E911 ordered by **CLEC, CenturyTel facilities, or otherwise affect its telephone operations.

9.7   **Neither Party** <u>CenturyTel</u> shall <u>not</u> be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of <u>CenturyTel</u> **the other Party** in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to emergency response agencies responding to calls placed to an E911service using such information to provide an E911 Service.

9.8   <u>CenturyTel shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E911 to any subscriber to a nonregulated telephone service (e.g., shared tenant service).</u> It is the obligation of **CLEC to answer, **and transmit to the appropriate Selective Router** <u>respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle</u> all E911 telephone calls that originate from <u>telephones within</u> **CLEC's **End User customers** service area. <u>Neither **CLEC nor CenturyTel shall have any responsibility for E911 calls that carry foreign dial tone, whether they originate within or outside of **CLEC's service area.</u>

9.9   CenturyTel shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service, to the extent caused or contributed to by the negligence or willful act of any person other than CenturyTel, or arising from the use of **CLEC provided facilities or equipment.

10.0   PRICING

CenturyTel's provision of 911/E911 services to **CLEC, as set forth in this Article, shall be subject to the rates and/or charges set forth in Article XI (Pricing).