

APPENDIX – 911 (WIRELESS)

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access (“ENSA”) is a service which enables Carrier’s use of **SBC-13STATE** facilities and databases which **SBC-13STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-13STATE** is the 911 service provider. Universal Emergency Number/ 911 Telecommunications Service is purchased by Service Agencies from **SBC-13STATE**. Wireless ENSA makes available to Carrier only the service configuration purchased by the Service Agency from **SBC-13STATE**. **SBC-13STATE** shall provide Wireless Emergency Number Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-13STATE** is the 911 service provider.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.7 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.

- 1.8 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in the applicable Appendix Pricing and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 “911 Call(s)” means a call made by an Carrier’s Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 “Automatic Location Identification” or “ALI” means the necessary location data stored in the 911 SR/ALI Database which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.3 “Automatic Location Identification Database” or “ALI Database” means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.4 “Automatic Number Identification” or “ANI” means a CAMA signaling parameter which refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, “ANI” means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP Customer Premise Equipment (CPE) for display.
- 2.5 “CAMA” means Centralized Automatic Message Accounting.
- 2.6 “Call Back Number” means the MIN or MDN, whichever is applicable, of an Carrier Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.7 “Cell Sector” means a geographic area defined by Carrier (according to Carrier’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.8 “Cell Sector Identifier” means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

- 2.9 “Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an Carrier's Wireless Customer, and which may also include additional information regarding a Cell Sector.
- 2.10 “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.
- 2.11 “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.
- 2.12 “Designated PSAP” means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A “Default PSAP” is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.13 “E911 Customer” means a municipality or other state or local government 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 services through the use of one telephone number, 911.
- 2.14 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.15 “E911 Trunk” means one-way terminating facilities which provide a trunk-side connection between Carrier's MSC and SWBT's 911 Tandem equipped to provide access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.
- 2.16 “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 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).

- 2.17 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.18 “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).
- 2.19 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.20 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.21 “National Emergency Number Association” or “NENA” means the 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.
- 2.22 “Public Safety Answering Point” or “PSAP” means 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 answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.23 “Pseudo Automatic Number Identification (pANI)” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.24 “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site sector.
- 2.25 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. SBC-13STATE RESPONSIBILITIES

- 3.1 **SBC-13STATE** shall 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-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where **SBC-13STATE** is the 911 service provider.
- 3.2.2 **SBC-13STATE** 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. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 3.2.3 **SBC-13STATE** will forward the Call Back Number it receives from Carrier and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no 911 ALI is forwarded by Carrier, **SBC-13STATE** will forward the 911 call to the default ESN designated by Carrier.
- 3.3 Facilities and Trunking
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR's to the PSAP, according to provisions of the applicable state access tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the Carrier, as specified in the applicable state access tariff. Additionally, when diverse facilities are requested by Carrier, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 Upon written request by Carrier, **SBC-13STATE** shall, in a timely fashion, provide Carrier with a description of the geographic area and PSAPs served by the E911 SR where **SBC-13STATE** is the 911 service provider.
- 3.3.4 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-13STATE** SR(s).
- 3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the Carrier's ALI records in the electronic data processing database for the E911 DBMS. Carrier or its representative(s) is responsible for electronically providing ALI Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of Carrier ALI Records.
- 3.4.3 **SBC-13STATE**'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.
- 3.4.4 **SBC-13STATE** will update Carrier's ALI Records in the E911 DBMS. **SBC-13STATE** will then provide Carrier 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 Carrier
- 3.4.5 **SBC-13STATE** shall provide the Carrier with a file containing the Master Street Address Guide (MSAG) for the Carrier's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where Carrier is licensed as a CMRS provider and **SBC-13STATE** is the 911 service provider.

4. CARRIER RESPONSIBILITIES

- 4.1 Call Routing
 - 4.1.1 Carrier will transport 911 calls from Carrier's MSC to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 service provider.
 - 4.1.2 Carrier will forward the location information of the party calling 911 to the **SBC-13STATE** 911 SR.
- 4.2 Facilities and Trunking
 - 4.2.1 Carrier shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.

- 4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 Carrier shall maintain transport capacity sufficient to route traffic over trunks between the Carrier's MSC and the **SBC-13STATE** SR.
- 4.2.5 Carrier shall provide sufficient trunking and facilities to route Carrier's originating 911 calls to the designated **SBC-13STATE** 911 SR. Carrier is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.6 Carrier shall engineer its 911 trunks to attain a minimum grade of service as required by the NENA standards. Carrier is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.
- 4.2.8 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's demarcation. **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Carrier is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is

found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between Carrier's MSC and all appropriate SR, Carrier or its representatives shall be responsible for providing Carrier's ALI Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and Carrier shall arrange for the automated input and periodic updating of Carrier's ALI Records.
- 4.3.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.
- 4.3.3 Carrier shall adopt use of a Company ID on all ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 Carrier is responsible for providing SBC-13STATE updates to the ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 The Carrier shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by Carrier or its third-party agent.
- 4.3.6 Carrier shall be solely responsible for providing test records and conducting call-through testing on all new licensed areas.

4.4 Other

- 4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, 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, (iii) the terms and conditions of **SBC-13STATE**'s applicable state access tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix 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-13STATE** and Carrier. These specifications shall be documented in Exhibit I, Carrier Serving Area Description and E911 Interconnection Details. Carrier shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) Days prior to the passing of live 911 traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to Carrier not later than thirty (30) Days prior to the passing of live 911 traffic.
- 7.3 Carrier must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which Carrier's End Users are located Carrier shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of Carrier's E911 connection for actual emergency calls.

- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of Carrier into the jurisdiction of additional PSAP(s) or to increase the number of 911 trunks. Carrier must obtain approval 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 In PACIFIC, NEVADA, and SBC-AMERITECH; the state specific forms shall be submitted in lieu of the Exhibit I referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in SBC-13STATE's applicable state access tariffs.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to Carrier, 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-13STATE 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 Carrier until service is restored.
- 9.2 Carrier'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 Carrier provides E911 Service to SBC-13STATE, Carrier shall not be liable to SBC-13STATE, 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 Carrier 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-13STATE until service is restored.

- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, 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 Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** 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-13STATE**.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, Carrier will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT I