

APPENDIX 911

TABLE OF CONTENTS

1. INTRODUCTION3

2. DEFINITIONS.....3

3. AMERITECH-WISCONSIN RESPONSIBILITIES5

4. TDS METROCOM RESPONSIBILITIES.....7

5. RESPONSIBILITIES OF BOTH PARTIES9

6. METHODS AND PRACTICES9

7. CONTINGENCY10

8. BASIS OF COMPENSATION11

9. LIABILITY11

10. MUTUALITY12

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS12

APPENDIX 911

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 CLEC.
- 1.2 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 and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-WISCONSIN means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 The prices at which AMERITECH-WISCONSIN agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“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.
- 2.2 **“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.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“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.

- 2.5 **“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.
- 2.6 **“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.
- 2.7 **“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).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“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 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).
- 2.10 **“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.
- 2.11 **“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.

- 2.12 **“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.

3. **AMERITECH-WISCONSIN RESPONSIBILITIES**

- 3.1 AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN is the 911 Service Provider. AMERITECH-WISCONSIN shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AMERITECH-WISCONSIN is the 911 Service Provider. This shall include the following:

3.2 Call Routing

- 3.2.1 AMERITECH-WISCONSIN will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where AMERITECH-WISCONSIN is the 911 Service Provider.
- 3.2.2 AMERITECH-WISCONSIN 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.

AMERITECH-WISCONSIN will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AMERITECH-WISCONSIN will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, AMERITECH-WISCONSIN will report this “No Record Found” condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

- 3.3.1 AMERITECH-WISCONSIN shall provide and maintain sufficient dedicated E911 trunks from AMERITECH-WISCONSIN's 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.
- 3.3.2 AMERITECH-WISCONSIN will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse

facilities are requested by CLEC, AMERITECH-WISCONSIN will provide such diversity where technically feasible, at standard local state tariff rates.

- 3.3.3 Upon written request by CLEC, AMERITECH-WISCONSIN shall, within 10 days, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs (including the underlying database vendor) 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.
 - 3.3.4 AMERITECH-WISCONSIN and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AMERITECH-WISCONSIN SR(s).
- 3.4 Database
- 3.4.1 Where AMERITECH-WISCONSIN manages the E911 database, AMERITECH-WISCONSIN 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.
 - 3.4.2 AMERITECH-WISCONSIN shall coordinate access to the AMERITECH-WISCONSIN E911 DBMS for the initial loading and updating of CLEC End User 911 Records. CLEC has the responsibility for providing "updated" records and SBC has responsibility of uploading such updated End User 911 Records to the E911 DBMS.
 - 3.4.3 AMERITECH-WISCONSIN'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 AMERITECH-WISCONSIN will upload CLEC's End User 911 Records to the E911 DBMS. AMERITECH-WISCONSIN will then provide CLEC an error and status report. This report will be provided electronically, in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
 - 3.4.5 AMERITECH-WISCONSIN 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 monthly but only for those areas where CLEC is authorized to do business as a local exchange

service provider and AMERITECH-WISCONSIN is the 911 service provider. The MSAG will be in an electronic database format.

- 3.4.6 Where AMERITECH-WISCONSIN manages the DBMS, AMERITECH-WISCONSIN shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. TDS METROCOM RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AMERITECH-WISCONSIN SR office of the E911 system, where AMERITECH-WISCONSIN is the 911 Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AMERITECH-WISCONSIN 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each AMERITECH-WISCONSIN 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC 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 AMERITECH-WISCONSIN 911 Selective Router, 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.
- 4.2.4 The CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AMERITECH-WISCONSIN SR.

- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AMERITECH-WISCONSIN 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
 - 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AMERITECH-WISCONSIN 911 SR.
 - 4.2.8 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.
 - 4.2.9 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 AMERITECH-WISCONSIN.
 - 4.2.10 CLEC will cooperate with AMERITECH-WISCONSIN to promptly test all 911 trunks and facilities between CLEC's network and the AMERITECH-WISCONSIN 911 Selective Router(s) 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.
 - 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN of the circuit identification and the fact that the circuit is a 911 circuit when notifying AMERITECH-WISCONSIN of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AMERITECH-WISCONSIN will refer network trouble to CLEC if no defect is found in AMERITECH-WISCONSIN'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 CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AMERITECH-WISCONSIN for inclusion in AMERITECH-WISCONSIN's DBMS on

a timely basis. AMERITECH-WISCONSIN and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 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.

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

4.3.4 CLEC is responsible for providing AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN 911 DBMS provided they are returned to the CLEC in timely fashion and in a standard electronic format.

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4.3.5 The CLEC shall reimburse AMERITECH-WISCONSIN for any additional database charges incurred by AMERITECH-WISCONSIN for errors in ALI data updates caused by CLEC or its third-party agent.

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

4.4 Other

4.4.1 CLEC 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 CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

- 6.2 AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN's Selective Routing. AMERITECH-WISCONSIN 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 as defined in Section 2.6.

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 AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN not later than forty-five (45) days prior to the passing of live traffic. AMERITECH-WISCONSIN shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC 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 CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AMERITECH-WISCONSIN prior to use of CLEC'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 CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC 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 Wisconsin, the state specific forms shall be submitted in lieu of the Exhibit 1 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 AMERITECH-WISCONSIN's Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 AMERITECH-WISCONSIN's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN 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.
- 9.2 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 AMERITECH-WISCONSIN, CLEC shall not be liable to AMERITECH-WISCONSIN, 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 AMERITECH-WISCONSIN until service is restored.
- 9.3 CLEC agrees to release AMERITECH-WISCONSIN from any and all Loss arising out of AMERITECH-WISCONSIN's 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 AMERITECH-WISCONSIN.
- 9.4 CLEC also agrees to release AMERITECH-WISCONSIN 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 AMERITECH-WISCONSIN.

- 9.5 Information provided pursuant to this Appendix shall be subject to confidentiality protection as provided in the Terms and Conditions.

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.