APPENDIX 911

TABLE OF CONTENTS

APPENDIX 911

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

1.0   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 **LEVEL 3**.

1.2   The prices at which **SBC-13STATE** agrees to provide **LEVEL 3** with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2.0   RESERVED FOR FUTURE USE

3.0   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 **LEVEL 3** as described this section in a particular Rate Center in which **LEVEL 3** is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:

3.2   Call Routing

3.2.1   **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.

3.2.2   **SBC-13STATE** will forward the calling party number (ANI) it receives from LEVEL 3 and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **LEVEL 3**, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the "default" ESN associated with the 911trunk group. If ANI is forwarded by **LEVEL 3**, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will report this "No Record Found" condition to **LEVEL 3** in accordance with NENA standards.

3.3   Facilities and Trunking

3.3.1   **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'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   **SBC-13STATE** will provide facilities to interconnect **LEVEL 3**, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by **LEVEL 3**, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3   Upon written request by **LEVEL 3**, **SBC-13STATE** shall, in a timely fashion of at least no more than fifteen (15) calendar days after Level 3's request, provide **LEVEL 3** 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.

3.3.4   **SBC-13STATE** and **LEVEL 3** will cooperate to promptly test all trunks and facilities between **LEVEL 3**'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 **LEVEL 3**'s End User 911 Records [that is, the name, address, and associated telephone number(s) for each of **LEVEL 3**'s End Users served by **LEVEL 3**'s exchange(s)] in the electronic data processing database for the E911 DBMS.   **LEVEL 3** or its representative(s) is responsible for electronically providing End User 911 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 **LEVEL 3**'s End User 911 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 **LEVEL 3**'s End User 911 Records in the E911 DBMS.   **SBC-13STATE** will then provide **LEVEL 3** an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after **LEVEL 3** submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to Level 3 via the SBC on-line handbook.

3.4.5   **SBC-13STATE** shall provide **LEVEL 3** with a file containing the Master Street Address Guide (MSAG) for the **LEVEL 3**'s respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where **LEVEL 3** is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider. **SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE**, and **SBC SOUTHWEST REGION 5-STATE** will provide the MSAG on a monthly basis. **SBC-2STATE** will provide the MSAG at **LEVEL 3**'s request, but no more frequently than quarterly.

3.4.6   Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4.0   **LEVEL 3 RESPONSIBILITIES**

4.1   Call Routing

4.1.1   **LEVEL 3** will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

4.1.2   **LEVEL 3** will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2   Facilities and Trunking

4.2.1   Consistent with Applicable Law and with the Parties executed 911 Waivers, **LEVEL 3** will provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **LEVEL 3** provides telephone exchange services.

4.2.2   **LEVEL 3** acknowledges that its End Users in a single local calling scope may be served by different SRs and **LEVEL 3** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3   **LEVEL 3** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 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.

4.2.4   In **SBC MIDWEST REGION 5-STATE** only, **LEVEL 3** 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. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 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   **LEVEL 3** shall maintain facility capacity sufficient to route traffic over trunks between the **LEVEL 3** switch and the **SBC-13STATE** SR.

4.2.6   **LEVEL 3** shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. **LEVEL 3** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible, facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.

4.2.7   **LEVEL 3** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8   **LEVEL 3** 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   **LEVEL 3** shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If **LEVEL 3**'s traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, **LEVEL 3** shall request additional circuits from **SBC-13STATE**.

4.2.10   **LEVEL 3** will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between **LEVEL 3**'s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. **SBC-13STATE** and **LEVEL 3** agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. **LEVEL 3** agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.

4.2.11   **LEVEL 3** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties' networks. **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). **LEVEL 3** is responsible for advising **SBC-13STATE** of the circuit identification to the extent that **SBC-13STATE** has correctly and accurately provided such 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 **LEVEL 3** 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 **LEVEL 3**'s End Office and all appropriate SR, **LEVEL 3** or its representatives shall be responsible for providing **LEVEL 3**'s End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and **LEVEL 3** shall arrange for the automated input and periodic updating of **LEVEL 3**'s End User 911 Records.

4.3.2   **LEVEL 3** or its agent shall provide initial and ongoing updates of **LEVEL 3**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3   **LEVEL 3** shall adopt use of a Company ID on all **LEVEL 3** 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   **LEVEL 3** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, to the extent that **LEVEL 3** inputs its own data directly into the **SBC-13STATE** 911 DBMS, **LEVEL 3** will be responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

4.3.5   **SBC-13STATE** and **LEVEL 3** agree to work cooperatively to minimize the possibility of errors. In the unexpected event that **LEVEL 3** causes errors

which require **SBC-13STATE** additional work for ALI updates, **LEVEL 3** agrees to reimburse SBC for SBC's demonstrable reasonable additional costs.

4.3.6 **LEVEL 3** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 **LEVEL 3** Each Party is solely 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 that party provides Telephone Exchange Service.

5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from **LEVEL 3**'s POI to the designated **SBC-13STATE** 911 Selective Router(s).

6.0 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 Commission-ordered 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 as defined in Section 2.6.

7.0 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 **LEVEL 3**.

7.3 INTENTIONALLY OMITTED

7.4 INTENTIONALLY OMITTED

7.5 **LEVEL 3** will submit the required state-specific forms to **SBC-13STATE** or to the appropriate state agency where applicable.

8.0   BASIS OF COMPENSATION

8.1   Rates for access to E911 Services are set forth in **SBC-13STATE**'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.

9.0   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 **LEVEL 3**, 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 **LEVEL 3** until service is restored.

9.2   **LEVEL 3**'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 **LEVEL 3** provides E911 Service to **SBC-13STATE**, **LEVEL 3** 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 **LEVEL 3** 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   **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3**, 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   **LEVEL 3** 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**.

10.0 MUTUALITY

10.1 **LEVEL 3** 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, **LEVEL 3** will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.