

WIRELESS 9-1-1 SERVICE

1. General

1.1 Wireless 9-1-1 Service (W 9-1-1) is a service offering which routes wireless calls to specific Public Safety Answering Points (PSAPs), provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to properly enable and support the Federal Communication Commission's (FCC) Phase I and Phase II requirements on wireless carriers established in Docket Number 94-102 and provides the W 9-1-1 service consistent with industry standards and any applicable regulatory requirements.

1.2 This service will support the following wireless E9-1-1 design solutions:

- A. Call path Associated Signaling (CAS){1}
- B. Non-Call path Associated Signaling (NCAS)
 - 1. Third-party NCAS
 - 2. SBC NCAS
- C. Hybrid

The W 9-1-1 Customer may be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a third party provider of 9-1-1 database services.

2. Regulations

In addition to the following rules and regulations, the Rules and Regulations in the 9-1-1 Emergency Number Services Section of the Company's (SBC) General Exchange Service shall also apply.

2.1 Request for Phase II service activation: (1) can only be initiated by a 9-1-1 customer; (2) must be provided to the Company (SBC) in writing 120 days prior to the desired live service date, recognizing that the parties thereto will negotiate an actual agreed activation date; and (3) must identify service locations, the scope of work needed and other pertinent arrangements to enable SBC Texas to plan its workload.

2.2 Wireless 9-1-1 will be provided where facilities permit. If facilities are not available, SBC will negotiate a mutually agreeable live service date with the Customer.

2.3 The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10, or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, SBC will continue to selectively route wireless 9-1-1 calls to the designated PSAPs. However, the PSAP may not receive call-back or location information for these calls.

2.4 The Customer acknowledges that W 9-1-1 service requires that the respective wireless carriers have the capability to forward the wireless subscribers call and associated call data to SBC for transport to the W 9-1-1 Customer.

{1} The CAS solution does not support Phase II and customers that utilize CAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation.

WIRELESS 9-1-1 SERVICE

2. Regulations (cont'd)

2.5 In addition to all other terms and conditions, the following applies:
{1}{2}

2.5.1 When SBC is the database provider, the W 9-1-1 Customer is responsible for ensuring that the wireless carrier creates, maintains, and forwards to SBC current pANI data according to the format and procedure specified by SBC.

2.5.2 W 9-1-1 Service Wireless End User's information is confidential. The W 9-1-1 Customer agrees to use such information only for the purpose of responding to emergency calls.

2.5.3 The W 9-1-1 Customer has the responsibility for reporting all errors, defects and malfunctions that they are aware of to SBC in a timely manner provided SBC is the service provider.

2.5.4 The W 9-1-1 Customer will be responsible for any local or long distance toll associated with the call-back of wireless callers or the transferring of calls to non-PSAP locations.

2.5.5 The W 9-1-1 Customer and SBC acknowledge and accept the authority and the jurisdiction of the Public Utility Commission of Texas to address non-compliance or resolve disputes related to the rates, terms, and services herein, as may be appropriate.

2.6 SBC or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of W 9-1-1 Service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of SBC.

2.7 W 9-1-1 Service is provided solely for the benefit of the W 9-1-1 customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any LEC obligation toward, or any right of action on behalf of, any third person or other legal entity.

2.8 To the extent allowed by law, the W 9-1-1 customer agrees to release, indemnify, defend and hold harmless SBC from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any person injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the W 9-1-1 customer or others.

{1} Customer obligations described are for situations where the E 9-1-1 customer is also the W 9-1-1 customer.

{2} SBC will participate in all coordination efforts as appropriate.

WIRELESS 9-1-1 SERVICE

2. Regulations (cont'd)

- 2.9** To the extent allowed by law, the W 9-1-1 customer also agrees to release, indemnify and hold harmless SBC for an infringement or invasion of the right of privacy 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 9-1-1 service features and the equipment associated therewith, or by any services furnished by SBC in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing W 9-1-1 service hereunder, and which arise out of the negligence of SBC or the negligence or other wrongful act of the W 9-1-1 customer, its user, agencies or municipalities or the employee or agents of any one of them.
- 2.10** The SBC supported segment of the W 9-1-1 Service will be designed to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 systems are equipped with the features required to provide W 9-1-1 Service.
- 2.11** To the extent allowed by law, the W 9-1-1 Customer agrees to indemnify, defend and hold harmless SBC for any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from W 9-1-1 Customer providing SBC with inaccurate, out of date or improperly formatted MDN or pANI data. To the extent allowed by law, the wireless carrier agrees to indemnify, defend and hold harmless SBC for any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from wireless carrier providing SBC with inaccurate, out of date or improperly formatted MDN or pANI data.
- 2.12** To the extent allowed by law, the W 9-1-1 Customer agrees to indemnify, defend, and hold harmless SBC from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the W 9-1-1 Customer. To the extent allowed by law, the wireless carrier agrees to indemnify, defend, and hold harmless SBC from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the wireless carrier.
- 2.13** Adjustments for service interruptions experienced by the W 9-1-1 Customer are governed by and limited to the terms set forth in the SBC Texas General Exchange Tariff Section 23 "Regulations Applying to All Customers' Contracts."
- 2.14** The Wireless End User forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the LEC. The Wireless End User (published and nonpublished) consents to the storage and retention of Wireless End User's location and telephone number in the database and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.

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GENERAL EXCHANGE TARIFF
Section: 50
Sheet: 4
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WIRELESS 9-1-1 SERVICE

3. Explanation of Terms

9-1-1 Selective Router: A central office providing tandem switching capability for 9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function capability and certain maintenance functions for each PSAP.

Mobile Directory Number (MDN): A 10-digit telephone number that identifies the calling party and can be used as a call back number.

Pseudo-Automatic Number Identification (pANI): A number, consisting of the same number of digits as ANI, but is used in place of an ANI to convey a special meaning. The specific meaning assigned to the pANI is determined by agreements, as necessary, between the telephone system originating the call, intermediate telephone systems handling and routing the call, and the destination telephone system. The pANI identifies the location of the base station or cell site through which a mobile call originates.

Wireless Call: Initial call generated by a wireless end user via the digits "9-1-1" and delivered by the wireless carrier to the Company for routing to the designated PSAP. The Company does not have to be the 9-1-1 database provider for the PSAP in order to route the call to the designated PSAP.

Wireless Carrier: A private entity that provides telephone service to residential or business end users served by the provider's wireless switch.

Mobile Switching Center: A switch that provides wireless telephone service.

Wireless End User: An individual or organization authorized to use the telephone services provided by the wireless switch.

Call path Associated Signaling (CAS): A wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number and the caller's location to the PSAP.

Non-Call path Associated Signaling (NCAS): A wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission to deliver the Mobile Directory Number and the caller's location to the PSAP.

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GENERAL EXCHANGE TARIFF
Section: 50
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WIRELESS 9-1-1 SERVICE

3. Explanation of Terms (cont'd)

Hybrid: A wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

Emergency Services Routing Digits (ESRD): A 10-digit number that is used to identify the cell site/section serving the caller. The selective router uses the ESRD to selectively route the call to the designated PSAP.

Emergency Service Routing Key (ESRK): A 10-digit number that is normally used to identify an ongoing wireless 9-1-1 call and to correlate the associated data for that call. The selective router uses the ESRK to selectively route the call to the designated PSAP.

9-1-1 Tandem to 9-1-1 Tandem Transfer: The ability to transfer a 9-1-1 call from PSAP served by one 9-1-1 Tandem (a.k.a. Selective Router) to a PSAP served by a different 9-1-1 Tandem.

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GENERAL EXCHANGE TARIFF
Section: 50
Sheet: 6
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WIRELESS 9-1-1 SERVICE

4. W 9-1-1 Service Rates and Charges

4.1 Rates

<u>Description</u>	Single Payment Option
	4,100,000.00
W 9-1-1 Service Selective Routing and Database with wireless switch features, ALI Server upgrades, Selective Routing (SR), SR and ALI database upgrades, record entry, storage and processing, Tandem to Tandem Transfer and Trunks.{5}	{1}{2}{3}{4}{5}

* All footnotes are located on Original Sheet 7 in this Section.

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GENERAL EXCHANGE TARIFF
Section: 50
Sheet: 7
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WIRELESS 9-1-1 SERVICE

4. W 9-1-1 Service Rates and Charges (cont')

4.1 Rates (cont'd)

- {1} The rate described in Paragraph 4.1 above is the result of an agreement between SBC Texas and the 9-1-1 Customers it serves, said agreement filed with and approved by the Texas Public Utility Commission in its Docket Nos. 26792 and 26759. That agreement and this tariff cover SBC Texas' nonrecurring charges and five years (from November 1, 2003 to October 31, 2008) of the recurring charges for the SBC Texas Wireless 9-1-1 Service.
- {2} Prior to termination of this tariff on October 31, 2008, SBC Texas and the W 9-1-1 Customers will negotiate the terms and rates for extension of the service herein described past the five-year term of this tariff. SBC Texas shall not discontinue the service after the expiration of this tariff unless specifically approved by a discontinuance order of the Commission. Any extension of the terms and rates past the five-year term shall be subject to approval by the Commission. Interim rates, if necessary given the absence of a successor agreement, will commence November 1, 2008 and will be \$820,000.00 annually, will ignore a growth factor, and will be payable on a monthly basis in a single payment of \$68,333.33, apportioned among the 9-1-1 Customers in the same manner set forth in the Stipulation and Agreement reached in Docket Nos. 26792 and 26759 and attached hereto as pages 8-11 of this tariff.
- {3} This agreement applies to all Texas Public Safety Answering Points (PSAPs) that receive 9-1-1 service from SBC Texas. The following pages show the portion of the \$4,100,000.00 single sum payment attributable to each such PSAP and due on or before October 30, 2003. Payment of the full \$4,100,000.00 by October 30, 2003 is a condition precedent of any PSAP receiving wireless service from SBC Texas pursuant to the terms of this tariff, and should such full payment not be made on or before October 30, 2003, this tariff shall become null and void and SBC Texas shall continue to provide the services herein under the interim rates set forth in Docket No. 20857 until new interim rates or final rates for wireless 9-1-1 service are established by the Texas Public Utility Commission. SBC Texas will not negotiate separate terms and conditions for Texas PSAPs that decline to participate in this single payment agreement. SBC Texas shall add a new W 9-1-1 Customer via an ICB approach that shall not exceed the terms and rates that the W 9-1-1 Customer would have paid if its population had participated in the lump sum payment approach initially.
- {4} If SBC Texas incurs significant incremental expenses to provide Wireless 9-1-1 service to the Customers during the term of this agreement, SBC Texas reserves the right to seek reimbursement from the Customers subject to regulatory approval of the Texas Public Utility Commission.
- {5} In applications utilizing a third party database provider, SBC Texas will not assess the completeness of the received ALI record, but will simply deliver it to the PSAP. It will be the responsibility of the third party database provider to ensure that the ALI record provides both the W 9-1-1 Phase I and II data as required by the FCC.

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GENERAL EXCHANGE TARIFF
 Section: 50
 Sheet: 8
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WIRELESS 9-1-1 SERVICE

9-1-1 Entity	Population	Percent	SBC Pop	Percent	Settlement Cost
COGs					
AACOG	169,097	0.7930%	169,097	0.8885%	\$ 36,429.04
ATCOG	271,930	1.2752%	77,103	0.4051%	16,610.51
BVDC	115,851	0.5433%	99,217	0.5213%	21,374.60
CAPCO	1,405,701	6.5918%	1,117,684	5.8728%	240,785.79
CTCOG	381,511	1.7890%	370,024	1.9443%	79,715.31
CBCOG	249,119	1.1682%	249,119	1.3090%	53,668.40
CVCOG	147,931	0.6937%	0	0.0000%	-
DETCOG	359,383	1.6853%	359,383	1.8884%	77,422.88
ETCOG	305,873	1.4343%	76,611	0.4025%	16,504.52
GCRPC	164,993	0.7737%	164,993	0.8669%	35,544.90
HOTCOG	109,710	0.5145%	109,710	0.5765%	23,635.13
HGAC	714,850	3.3522%	714,850	3.7561%	154,002.13
LRGVDC	611,253	2.8664%	611,253	3.2118%	131,683.94
MRGDC	156,290	0.7329%	156,290	0.8212%	33,669.99
NRPC	77,913	0.3654%	77,913	0.4094%	16,785.02
NCTCOG	976,759	4.5803%	976,759	5.1323%	210,425.92
PBRPC	104,160	0.4884%	104,160	0.5473%	22,439.48
PRPC	183,640	0.8611%	183,640	0.9649%	39,562.08
RGCOG	24,791	0.1163%	24,791	0.1303%	5,340.79
SETRPC	385,208	1.8064%	385,208	2.0241%	82,986.44
SPAG	109,877	0.5152%	16,078	0.0845%	3,463.73
STDC	273,745	1.2837%	273,745	1.4384%	58,973.65
TCOG	122,399	0.5740%	37,125	0.1951%	7,997.94
WCTCOG	191,291	0.8970%	118,715	0.6238%	25,575.10
Total COGs					\$1,394,597.31

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GENERAL EXCHANGE TARIFF
 Section: 50
 Sheet: 9
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WIRELESS 9-1-1 SERVICE

9-1-1 Entity	Population	Percent	SBC Pop	Percent	Settlement Cost
Home-Rule Cities					
Addison PD	14,220	0.0667%	14,220	0.0747%	\$ 3,063.45
Aransas Pass PD	8,202	0.0385%	0	0.0000%	-
Cedar Hill	34,135	0.1601%	34,135	0.1794%	7,353.80
Coppell PD	36,768	0.1724%	0	0.0000%	-
Corpus Christi	278,193	1.3045%	278,193	1.4618%	59,931.90
Dallas Emg. Comm. Office	1,196,826	5.6123%	1,196,826	6.2887%	257,835.57
Denison FD	23,009	0.1079%	23,009	0.1209%	4,956.89
DeSoto	38,859	0.1822%	38,859	0.2042%	8,371.50
Duncanville	36,544	0.1714%	36,544	0.1920%	7,872.78
Ennis PD	16,862	0.0791%	16,862	0.0886%	3,632.63
Farmers Branch PD	27,521	0.1291%	27,521	0.1446%	5,928.93
Garland PD	217,917	1.0219%	0	0.0000%	-
Glenn Heights PD	7,511	0.0352%	7,511	0.0395%	1,618.12
Higland Park Department of Public Safety	8,897	0.0417%	8,897	0.0467%	1,916.71
Hutchins PD	2,798	0.0131%	2,798	0.0147%	602.78
Kilgore PD	11,462	0.0537%	0	0.0000%	-
Lancaster FD/PD	26,537	0.1244%	26,537	0.1394%	5,716.94
Longview PSAP	73,739	0.3458%	73,739	0.3875%	15,885.80
Mesquite PD	126,678	0.5940%	126,678	0.6656%	27,290.60
Portland PD	14,959	0.0701%	0	0.0000%	-
Plano	233,483	1.0949%	233,483	1.2268%	50,299.90
Richardson PD	94,432	0.4428%	94,432	0.4962%	20,343.75
Rowlett Police and Fire Comm. Ctr	46,734	0.2192%	0	0.0000%	-
Sherman PD	35,646	0.1672%	0	0.0000%	-
University Park PD	23,554	0.1105%	23,554	0.1238%	5,074.30
Wylie	16,793	0.0787%	0	0.0000%	-
Total Home Rule Cities					\$487,696.33

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GENERAL EXCHANGE TARIFF
 Section: 50
 Sheet: 10
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WIRELESS 9-1-1 SERVICE

9-1-1 Entity	Population	Percent	SBC Pop	Percent	Settlement Cost
Districts					
9-1-1 Network of East Texas	178,119	0.8353%	178,119	0.9359%	\$38,372.67
Abilene--Taylor County 9-1-1 Austin County Emg. Comm. District	132,043	0.6192%	132,043	0.6938%	28,446.39
Bexar Metro 9-1-1 Network District Brazos County Emerg. Comm. District	24,031	0.1127%	24,031	0.1263%	5,177.07
Calhoun County 9-1-1 Emg. Comm. District	1,589,452	7.4535%	1,589,452	8.3517%	342,420.09
Cameron County Emg. Comm. District	155,449	0.7290%	0	0.0000%	-
Dallas SO	20,600	0.0966%	20,600	0.1082%	4,437.92
Denco Area 9-1-1 District	344,621	1.6160%	344,621	1.8108%	74,242.67
El Paso County 9-1-1 District	14,500	0.0680%	14,500	0.0762%	3,123.78
Emg. Comm. District of Ector County	485,971	2.2789%	0	0.0000%	-
Galveston County Emg. Comm. District	688,263	3.2275%	688,263	3.6164%	148,274.42
Greater Harris County 9-1-1 Emg. Network	120,856	0.5667%	120,856	0.6350%	26,036.35
Henderson County 9-1-1 Comm. District	177,147	0.8307%	177,147	0.9308%	38,163.27
Howard County 9-1-1 Comm. District	3,739,554	17.5360%	3,739,554	19.6493%	805,622.58
Kerr County Emg. 9-1-1 Network	74,714	0.3504%	0	0.0000%	-
Lubbock Emg. Comm. District	33,892	0.1589%	33,892	0.1781%	7,301.45
	44,275	0.2076%	44,275	0.2326%	9,538.29
	270,016	1.2662%	270,016	1.4188%	58,170.30

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GENERAL EXCHANGE TARIFF
 Section: 50
 Sheet: 11
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WIRELESS 9-1-1 SERVICE

9-1-1 Entity	Population	Percent	SBC Pop	Percent	Settlement Cost
McLennan County Emg. Assistance District	215,532	1.0107%	215,532	1.1325%	\$46,432.66
Medina County 9-1-1 District	39,974	0.1875%	39,974	0.2100%	8,611.71
Midland Emg. Comm. District	116,187	0.5448%	116,187	0.6105%	25,030.49
Montgomery County Emg. Comm. District	312,366	1.4648%	312,366	1.6413%	67,293.88
Potter--- Randall Cty. Emg. Comm. District	220,468	1.0338%	220,468	1.1584%	47,496.04
Tarrant County 9-1-1 District	1,803,729	8.4583%	1,803,729	9.4776%	388,582.38
Texas Eastern 9-1-1 Network (a)	111,374	0.5223%	62,235	0.3270%	13,407.46
Wichita--- Wilbarger 9-1-1 Comm. District	146,331	0.6862%	146,331	0.7689%	31,524.50
Total Districts					\$2,217,706.35
TOTALS	21,325,018	100%	19,031,457	100%	\$4,100,000.00