

**TARIFF DISTRIBUTION**

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PURPOSE: ILEC Entity Name Change - from Wisconsin Bell, Inc. to Wisconsin Bell, LLC in the Intrastate Services and Equipment - Tariff No. 20 Part 8

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1. RESERVED FOR FUTURE USE

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## 2. AUTOMATIC PUBLIC ANNOUNCEMENT SERVICE

## A. GENERAL

The Telephone Company will provide, where exchange facilities permit, automatic announcement service for usage by the general public wherein the subject of the announcement and the telephone number are publicly advertised or otherwise disseminated to a body of potential users and/or the service is used for the advertising purposes of a sponsor.

## B. REGULATIONS

1. The Telephone Company shall determine the type of automatic announcement system to be furnished initially, based upon the use made of the system and the anticipated incoming call volume.
2. The Telephone Company will furnish all facilities required for such announcement services, announcement lines (i.e. Central Office lines), and associated facilities and apparatus.
3. Facilities affording the same or similar announcement services may be furnished to more than one subscriber in an exchange. Furthermore, nothing herein shall prevent the Telephone Company from itself furnishing in such exchange, directly to calling persons, the same, similar or other automatic announcements.
4. The Telephone Company shall designate the Central Office or Offices from which such service is to be furnished.
5. The Customer will contract for as many lines and other facilities as, in the judgment of the Telephone Company, are necessary to handle the calls satisfactorily.
6. A system installed under this tariff may not be used for a purpose other than that for which it is provided and must not develop or tend to develop a calling load which would or could impair the general telephone service.
7. The Telephone Company may request the customer to adjust the use of advertising, announcements etc., to aid in preventing interference with the general telephone service to the public.

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## 2. AUTOMATIC PUBLIC ANNOUNCEMENT SERVICE (Cont'd)

## B. REGULATIONS (Cont'd)

8. Except where otherwise specifically provided in this tariff, the customer shall prepare and record or cause to be prepared and recorded all prerecorded messages. The Telephone Company shall not be liable for the quality of, or defects in, recorded material provided by the customer.
9. The customer will limit prerecorded messages to a length which will not interfere with the operation of equipment furnished to him and will exclude from such message any matter, the dissemination of which is prohibited by law.
10. The customer shall indemnify and save the Telephone Company harmless against all claims arising from the material transmitted over facilities furnished hereunder, including claims for libel, slander, infringement or any act or omission of the Telephone Company.
11. Automatic announcement service will not be furnished on non-published telephone lines.
12. In the use of automatic announcement service for public announcements, for purposes of identification customers who transmit such recorded announcements over facilities provided by the Telephone Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.  
  
Customers transmitting factual public announcements such as Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.
13. Failure to comply with any of the provisions of this tariff shall be cause for termination of the service.

## C. RATES AND CHARGES

The following rates and charges for the announcement services described above are the monthly rates and service charges for the measured rate business lines associated with the service. Where more extensive facility arrangements are required, such service may be furnished, where practicable, and at charges based upon costs incurred.

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3. TIME, TIME-TEMPERATURE AND WEATHER ANNOUNCEMENT SERVICE

## A. GENERAL

1. The Telephone Company will provide, in Central Offices where facilities permit, Time, Time-Temperature or Weather Announcement Service to enable a customer to furnish prerecorded Time, Time-Temperature or Weather information.
2. Time, Time-Temperature or Weather Announcement Service, in association with network usage charges, is available in the following arrangements:
  - a. Time or Time-Temperature - an announcement up to twenty seconds in length consisting of a commercial message, sponsor identification, hour, minute, and/or current temperature.
  - b. Weather - an announcement up to 60 seconds in length consisting of a commercial message, sponsor and city identification, and weather forecast.

## B. REGULATIONS

1. The Telephone Company will furnish all facilities for these Time, Time-Temperature and Weather Announcement Services except as authorized elsewhere in this tariff. Network facilities will be provided by the Company based on call volumes.
2. The services will be furnished only where adequate telephone facilities can be provided both initially and subsequently to handle call volumes without impairing general telephone service or operating equipment. The Telephone Company may refuse to continue to furnish Time, Time-Temperature or Weather Announcement service when its use interferes with or impairs any other service rendered to the public.
3. The contents of Time, Time-Temperature and Weather announcements will be maintained by the customer. The customer shall prepare and record or cause to be prepared and recorded all commercial messages. Commercial messages will be entered at such time as will not interfere with general telephone service.

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3. TIME, TIME-TEMPERATURE AND WEATHER ANNOUNCEMENT SERVICE (Cont'd)
- B. REGULATIONS (Cont'd)
4. The customer may sell time or spot announcements to a third party however, control and responsibility associated with usage and advertising promotion remain with the customer.
  5. The Telephone Company assumes no liability for either the content of the announcement message or for deletion of a portion or all of the customers' message.
  6. One (1) directory listing without charge will be furnished with each service.
  7. Any party has the option of obtaining Time, Time-Temperature or Weather Announcement Service directly from the Telephone Company.
  8. Facilities affording the same or a similar service may be furnished to more than one subscriber in an exchange.
  9. Cancellation of the service by the customer prior to installation will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation which have resulted because of the subscriber's order for service, but not to exceed the total charges for the initial service period.
  10. Neither temporary suspension of a portion of service nor temporary suspension of the entire service, as outlined for temporary suspension elsewhere in this tariff, shall apply to Time, Time-Temperature or Weather Announcement Service.
  11. The use of inter-exchange facilities or Foreign Exchange Service to extend service to an exchange outside the local service area is not permitted with Time, Time-Temperature or Weather Announcement Service.

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## 3. TIME, TIME-TEMPERATURE AND WEATHER ANNOUNCEMENT SERVICE (Cont'd)

## B. REGULATIONS (Cont'd)

12. Customer-provided equipment may be used in connection with Time, Time-Temperature or Weather Announcement Service, provided that such equipment is located within the serving Central Office wire center. Such equipment must both initially and subsequently be capable of terminating Telephone Company-provided call volume based facilities and completing calls to Time, Time-Temperature, or Weather Announcement Service without impairing general telephone service or operating equipment.
13. Numbers utilized by the Telephone Company in connection with Time, Time-Temperature or Weather Announcement Service provided directly by the Telephone Company at the time this tariff becomes effective may be assigned to a customer or customers of the Company, as may be determined by the Company from time to time, using a non-discriminatory process. Assignment of these numbers shall vest no property right in any assignee. In the event of assignment, use of these numbers shall be subject to all applicable provisions of this and other Telephone Company tariffs.

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## 3. TIME, TIME-TEMPERATURE AND WEATHER ANNOUNCEMENT SERVICE (Cont'd)

## C. RATES AND CHARGES

1. Rates and charges for calls are subject to a minimum monthly billing of 20,000 calls for Time, Time-Temperature Announcement Service and 10,000 calls for Weather Announcement Service.

<u>Time and Time-Temperature</u> <sup>1</sup>		<u>Weather</u> <sup>1</sup>	
Per Call		Per Call	
First 36,000	X .0055	First 6,000	X .0109
Next 324,000	X .0014	Next 54,000	X .0027
Next 720,000	X .0011	Next 120,000	X .0022
Next 720,000	X .0010	Next 120,000	X .0020
Over 1,800,000	X .0008	Over 300,000	X .0015

NOTE 1: All exchanges other than exchanges of the Milwaukee Metroplan or Milwaukee Metrozone Calling Area:

- For service terminated by a subscriber within 6 months of an initial installation the minimum monthly billing for calls for the remaining months will be 75% of the calling level for which the service was designed.
- The appropriate monthly usage charge is calculated by determining the number of intraexchange calls completed to the Time, Time-Temperature or Weather telephone numbers by the applicable per call rate.

Exchanges of the Milwaukee Metroplan or Milwaukee Metrozone Calling Area:

- For service terminated by a subscriber within 24 months of an initial installation the minimum monthly billing for calls for the remaining months will be 75% of the calling level for which the service was designed.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 /a/****A. DESCRIPTION**

Universal Emergency Number Service/911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

When requested by local government authorities, and subject to the availability of facilities, the Telephone Company will provide a universal number "911" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller with telephone access to the appropriate local PSAP.

The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the Central Office areas arranged for 911 calling.

911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a PSAP which is prepared to receive those calls. Each 911 Service classification has certain inherent features and optional features which may or may not be available with other 911 Service classifications.

/a/ Universal Emergency Number Service - 911 via End User Funding now appears in Part 20, Section 8.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****A. DESCRIPTION (cont'd)**

911 Service may be classified as follows:

**Enhanced 911 Service (E911)**

Enhanced 911 Service offerings provide routing via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs based upon ANI capability or Default Routing. The number of lines to a PSAP will be determined by the Company based upon anticipated call volumes. Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network or over additional E911 Exchange lines subscribed to by the customer.

Enhanced 911 Service is available via one or a combination of the following service feature combinations:

- Automatic Number Identification (ANI)
- Selective Routing (SR)
- Automatic Number Identification and Selective Routing (ANI/SR)
- Automatic Number Identification and Automatic Location Identification (ANI/ALI)
- Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

Where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

**Sophisticated 911 Service (S911)**

Sophisticated 911 Service supports more feature functionality than Enhanced 911 to aid in the efficient delivery of calls for emergency 911 service. Sophisticated 911 Service provides selective routing of 911 calls and certain other inherent features which may or may not be available with Enhanced 911 Service. Sophisticated 911 Service is designed on a customer specific basis and will be provided where facilities permit.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS****Additional E911 Exchange Line**

An additional line which terminates at a PSAP

**Alternate Routing (AR)**

A feature which allows calls to be routed to a designated alternate location if 1) all 911 exchange lines to the primary PSAP are busy, or 2) the primary PSAP closes down.

**Automatic Location Identification (ALI)**

A feature that forwards the name and address associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the address of the telephone number at the main location.

**Automatic Number Identification (ANI)**

A feature which allows the number of the calling party to be forwarded to the PSAP for display.

**Automatic Number Identification and Automatic Location Identification (ANI/ALI)**

A Service Feature combination with both the ANI and ALI features, which allows telephone numbers and the name and address associated with the calling party's telephone number to be forwarded to the PSAP for display.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS (cont'd)****Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)**

A Service Feature combination with ANI, ALI and SR which allows telephone numbers, names and addresses to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

**Automatic Number Identification and Selective Routing (ANI/SR)**

A Service Feature combination with ANI and SR which allows telephone numbers to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

**Central Office Identification**

A three digit code that identifies the central office from which a 911 call originated. This feature is provided in lieu of Selective Routing and ANI display for central offices within the 911 system not equipped with ANI.

**Cell Site Record**

The physical location/street address of a cellular tower and , if applicable, the direction of the transmitter/receiver site. For purposes of this definition a cellular tower equipped with three (3) transmitter/receivers would constitute three (3) cell site records. Conversely, a cellular tower with an omnidirectional transmitter/receiver would constitute one (1) cell site record.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS (cont'd)****Central Office Transfer**

The transfer of an incoming 911 call to another access line through use of a Central Office conference circuit.

**Data Management System (DMS)**

A system of manual procedures and computer programs used to create, store and update the data required to provide the SR and ALI features.

**Default Routing**

A feature activated when incoming 911 calls cannot be selectively routed due to a failure of the ANI feature, garbled digits or other cause. Such incoming calls are routed to a "default" PSAP.

**Display and Transfer Unit**

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position. The attendant can then activate Fixed and/or Selective Transfer functions (defined below).

**Enhanced 911 Service**

A 911 service offering which provides completion of 911 calls via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on Company or customer provided terminal equipment. This offering is available via specific service feature and/or service feature combinations which may or may not be available with other 911 Service classifications.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS (cont'd)****Emergency Service Number (ESN)**

A Selective Routing (SR) code assigned by the Company to each telephone number in an exchange where SR is provided to route 911 calls to an appropriate PSAP. The ESN is associated with street address ranges or other mutually agreed upon routing criteria and defines the set of emergency numbers (e.g. police, fire, medical) responsible for providing emergency service in a primary PSAP and possibly one or more secondary PSAPs.

**End Office**

The central office in the 911 system which receives originating 911 calls.

**Fixed Transfer**

A feature which enables a PSAP attendant to transfer incoming 911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

**Forced Disconnect**

Permits the PSAP attendant to release a 911 call connection though the 911 calling party has not hung up, thereby preventing intentional jamming of the 911 central office lines.

**Manual Transfer**

Enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code.

**911 Control Office**

A 911 office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function, Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS (cont'd)****911 Service Area**

The geographic area in which the customer will respond to all 911 calls and dispatch appropriate emergency assistance.

**Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Calls are first directed to the Primary PSAPs for response. Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized location for a particular type of emergency call. PSAPs shall be staffed by employees or agents of service agencies such as police, fire or emergency medical or a common bureau serving a group of such entities.

**Responding Agency**

An agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.

**Selective Routing**

A feature which allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

**Selective Transfer**

Provides a PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with type of agency, e.g. fire, on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****B. DEFINITIONS (cont'd)****Serving Central Office**

The central office from which a PSAP, either primary or secondary is served.

**Service User**

Any exchange access facility customer within a 911 system.

**Speed Calling**

A feature which enables the customer to call certain preset numbers via abbreviated dialing.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS**

1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. A single PSAP may subscribe to only one 911 service classification within any single government agency's locality.
2. 911 Service is furnished to the customer only for the purpose of receiving reports of emergencies from the public. It is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this service. The public safety agencies must subscribe to other exchange telephone service provided under this Tariff for non-emergency telephone communications.
3. 911 Service is classified as Business Exchange and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
4. Temporary suspension of service is not provided for any part of 911 Service (premise equipment included).
5. 911 Service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer.
6. Telephone Company serving areas and political subdivision boundaries may not coincide, however it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local serving area whether or not the calling telephone is situated on property within the geographic boundaries of the customer's public safety jurisdiction.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

7. The application for 911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing, satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
8. Calls from certain intrastate WATS access lines and Mobile Cellular telephones and calls using toll facilities may be subject to normal per call charges.
9. The customer must furnish the Company its written agreement to the following terms and conditions:
  - Applicants for this service must provide an adequate number of trained personnel to receive and dispatch calls to meet public demand. All 911 calls must be answered on a 24-hour day, seven-day week basis.
  - The customer accepts responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. A PSAP must be prepared to receive all 911 calls and to dispatch, or to have others dispatch, police, fire, ambulance, or other emergency services as are reasonably available and required.
  - The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
  - The customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving non-911 calls.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

9. (cont'd)
- The customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. Applicants for 911 service must subscribe to adequate facilities to provide satisfactory service to the public. Minimum trunk requirements for each central office designation served, must be met as prescribed by applicable State Codes, Rules, and Legislation.
  - The customer will make provisions for receiving emergency calls from Telecommunication Devices for the Deaf (TDD) users.
10. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
11. The 911 calling party by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency calls for assistance.
12. Database inquiries for 911 information consisting of name, address, telephone number, and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the Company or applicable State Codes, Rules, or Legislation.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

13. 911 information consisting of the names, addresses, telephone numbers, and other calling party information when available, of the telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.
14. The 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, telephone number, address and other calling party information, when available, associated with the originating station location are furnished to the PSAP.
15. Terminal equipment used in connection with 911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the 911 Database; other than information related to the number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call. Manual access to the 911 Database may be provided upon written request as prescribed by the Company and subject to State and Federal laws and regulations.
16. Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI solely for 911 Service. When the Selective Routing feature is provided as part of a 911 System, Default Routing and Central Office Identification will be provided in lieu of Selective Routing and ANI display for any central office within the system not equipped with ANI.
17. ANI will not be displayed on calls placed over four-party or rural lines. Central Office Identification is provided in lieu of the telephone number and address.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

18. When the Selective Routing feature is provided with a 911 System, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 911 serving area that are agreeable to the Company. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the 911 serving area. The customer's responsibilities in providing this information are:
- Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished to the Company by the customer on forms supplied by the Company, or other electronic medium where available, for that purpose at a mutually agreed upon time prior to the effective date of the service.
  - After establishment of service it is the customer's responsibility to continually verify the accuracy of the routing information contained in the master address file. It is also the customer's responsibility, to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

19. (cont'd)
- The Company will provide to the customer on request a complete listing of the master address file to permit customer verification of accuracy of the police, fire, and ambulance PSAP routing designations. One copy of the file will be provided free of charge on an annual basis. Additional copies may be requested at applicable tariff rates.
  - The Company will furnish to the customer for verification a written copy showing each change, deletion and addition to the master address file.
20. The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 911 is offered.
21. Reserved for future use
22. The installation of initial or subsequent 911 exchange lines to maintain applicable Company service standards will be provided by the Company, subject to the terms and agreements of the 911 Service Agreement when applicable.
23. Customer premise equipment used in providing 911 Service and features may be Company or customer provided.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. Terms and Conditions (cont'd)**

24. The receipt of any contract or amendment to a contract established under this tariff shall not constitute approval of all terms and provisions therein. The Commission retains jurisdiction to investigate on its own motion or upon complaint any contractual term or provision under which the tariffed service is offered, and to take any necessary action pursuant to such investigation, including issue orders.
25. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff and by Wisconsin Statute section 256.35.
26. The customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the customer's use of 911 service whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.
27. The rates for 911 Service do not include the inspection or monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. TERMS AND CONDITIONS (cont'd)**

28. The Company's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of this service or any part thereof whether caused by negligence of the Company or otherwise shall not exceed the greater of \$60 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.
29. The customer also agrees to release, indemnify, defend, and hold harmless the Company from any 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****C. Terms and Conditions (cont'd)**

30. The 911 services specified in this tariff are available for the use of public agencies and counties in providing universal emergency number service systems to universal emergency number service districts under authority of P.S.C.W. Administrative Code 173 and Wisconsin State Statute, Sec. 256.35.

In accordance with Wisconsin State Statute, Sec. 256.35, a county subscribing to 911 Service and providing it on a countywide basis may establish and fund certain components of a 911 System through an end user charge levied on telephone customers within the county. The end user charge is calculated by dividing the charges determined under the Company's contract with the specific county by the total number of exchange access lines, or their equivalents, which are in the county and which are capable of accessing that system. Equivalent access lines will be calculated for Centrex customers by applying a Centrex line to 911 equivalent line ratio.

All rates and charges not collected through a 911 end user charge are the responsibility of the 911 customer.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)**

<b><i>D. FEATURES</i></b>
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**1. *Enhanced 911 Standard Features***

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Alternate Routing (AR)

Default Routing (DR)

Forced Disconnect

Central Office Transfer Arrangements:

- \* Fixed Transfer
- \* Manual Transfer
- \* Selective Transfer

Speed calling

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)*****D. FEATURES (cont'd)******2. Sophisticated 911 Standard Features***

Alternate Routing (AR)

Automatic Location Identification (ALI)

Automatic Number Identification (ANI)

Default Routing (DR)

Forced Disconnect

Central Office Transfer Arrangements:

- \* Fixed Transfer
- \* Manual Transfer
- \* Selective Transfer

Speed calling

Database Related:

- \* Premier Management System
- \* Database fields to accommodate additional subscriber information
- \* Database fields to accommodate PBX/Centrex station location information
- \* Electronic master street address guide administration

Network Related:

- \* Dedicated end-office, control, office, PSAP links to process ANI/ALI information
- \* Fault tolerant premier SR/ALI
- \* P.01 or greater grade of service
- \* ISDN and digital facilities where available

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)**

<b><i>D. FEATURES (cont'd)</i></b>
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***3. Sophisticated 911 Optional Features***

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Certain other database and network integrated features as determined by customer specific requirements and system feature capabilities.

Sophisticated 911 Standard and Optional Features are provided only where facilities permit.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****E. PRICES****1. Service Elements**

Rates and charges for 911 Service will be determined on a customer-specific basis. Any contract associated with 911 Service will be submitted to the Public Service Commission within 20 days after execution. All 911 contracts must be compensatory.

Channels connecting the PSAP to various emergency agencies such as fire, police, or ambulance service are provided at filed tariff rates for dedicated facilities.

**Network Facilities****End Office to Control Office Facilities**

Dedicated facilities are required for transport of E911 calls from the originating end office to the control office. Charges apply as shown in Part 15, Section 2. Inter-wire center mileage charges and design charges apply.

**Control Office to PSAP Facilities**

Dedicated facilities are required for transport of E911 calls from the control office to the PSAP. Charges are based on rates shown in Part 15, Section 2. Average inter-wire center mileage charges, local distribution channel charges and design charges apply for control office to PSAP facilities.

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)**

<b><i>E. PRICES (cont'd)</i></b>
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**1. *Service Elements (cont'd)***

E911 Service

Additional E911 Facility (optional)

Exchange line facility at PSAP.

Network Service Components

Each E911 customer will select one of the following five network service components:

Automatic Number Identification

Selective Routing

Combined Automatic Number Identification and Selective Routing

Combined Automatic Number and Location Identification

Combined Automatic Number and Location Identification and Selective Routing

**1. UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)****E. PRICES (cont'd)****2. Other Applicable Charges and Payments****Messages**

The calling party is not charged for calls placed to the 911 number.

Charges for messages transferred over exchange facilities from a PSAP are billed to the 911 customer according to rates applicable from the Serving Central Office which serves the PSAP initiating the transfer to the point of termination, subject to the terms and conditions of the 911 Service agreement. Inter-system transfers are subject to applicable local message charges.

Special equipment and service arrangements for which provision is not otherwise made in these tariffs or catalogs are furnished wherever practicable at charges based on cost.

**Equipment Moves**

Moves or changes of equipment at PSAP locations will be made based upon cost, not to exceed installation charges specified in this tariff or catalog. Time and material charges may be applicable.

Charges for customer requests that require additions, removals, moves, or changes of access facilities or equipment on Company premises will be based on cost and determined separately in each case.

Installation of additional network or other facilities to maintain a satisfactory grade of service will be provided by the Company, subject to the terms and conditions of the 911 Service Agreement.

Cancellation of the service in whole or in part by the customer prior to installation will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation which have resulted because of the subscriber's order for services, but not to exceed the total installation charges.

**2. RESERVED FOR FUTURE USE**

**3. ALERT CONFERENCE TELEPHONE SERVICE****A. DESCRIPTION**

Alert Conference Telephone Service provides for simultaneous accessing of dedicated telephones to furnish alerting, group conferencing, emergency reporting and dispatching.

Alert Conference Telephone Service can be provided with any of the following: a Telephone Company Central Office, Private Branch Exchange or an On-Premises, Stand Alone Private Line System, or compatible customer-provided system.

The system can be activated manually from a central control station or automatically by dialing specially assigned telephone numbers. Dedicated stations are connected to the system through regular residence or business telephone service and may be connected automatically when their telephone service is in use. Other telephones may be connected to the system from non-dedicated telephones by dialing specially assigned telephone numbers.

**3. ALERT CONFERENCE TELEPHONE SERVICE****B. TERMS AND CONDITIONS**

1. The common equipment can only be connected to telephones that are served by a single Central Office (or Central Offices, if in the same building), or that are connected to a single Private Branch Exchange, or a single Stand Alone Private Line System on a single customer premises.
2. The Company shall furnish all equipment and facilities located in its Central Office.
3. Alert Conference Telephone Service will be offered only in connection with single party service.
4. A Company provided alert device interface is required to activate customer-provided alerting equipment. The customer-provided alerting equipment may be activated from a central control station(s) or designated telephones, either of which is equipped with a non-locking key. When associated with a Central Office system the alert device interface will be extended to the customer's site via private line channels.
5. Two Central Office lines are required when the Central Office service is used with automatic conferencing by emergency or other organizations involving the general public.

**3. ALERT CONFERENCE TELEPHONE SERVICE****C. PRICES****1. Service Elements**

<u>Description /Billing Code/</u>	<u>Nonrecurring Charge</u>	<u>Monthly Payment<sup>/1/</sup></u>
Common Equipment		
- first ten station lines /3Y1CO/	\$1,145.35	\$108.50
- additional ten station lines (maximum 2), each /3Y2CO/	1,950.00 <sup>/2/</sup>	32.00
Line Terminating Equipment, each (maximum 30) /3Y4CO/	-	8.25 <sup>/3/</sup>
Conference Arrangement		
- Automatic (requires 2 Central Office lines) /3Y5CO/	-	15.95
- Manual <sup>/4/</sup> (maximum 2), each /3Y6/	-	7.00
- Automatic/manual <sup>/4/</sup> (maximum 1) /3YB/	-	14.90
Options		
- Alert device interface <sup>/4/</sup> /3Y8CO/	-	7.00
- Remote access line equipment, each (maximum 3) /3Y7CO/	-	5.35

/1/ Minimum service period is 24 months, except as otherwise noted.

/2/ Applies only for service installed on subsequent order. Single charge applies regardless of quantities installed at the same time.

/3/ Minimum service period is one month.

/4/ Applicable Dedicated Communications Services channel charges apply in addition.

**4. EMERGENCY ALERTING TELEPHONE SERVICE****A. DESCRIPTION**

Emergency Alerting Telephone Service provides for simultaneous accessing of designated telephones to furnish alerting and emergency reporting.

The system is activated manually from a central control station and is designed to access individual exchange lines for one-way communications from the control station. Designated stations are connected to the system through regular residence or business telephone service and may be connected automatically when their telephone service is in use. Alert Conference Telephone Service may be interfaced to the system and is accessed simultaneously with all designated stations of the Emergency Alerting Telephone Service and may receive one-way communications from the Emergency Alerting control station.

**B. TERMS AND CONDITIONS**

1. Emergency Alerting Telephone Service can be provided only as a Company Central Office system and is subject to the availability of facilities and capacity of the Central Office.
2. The common equipment can only be connected to telephones that are served by a single Central Office (or Central Offices, if in the same building).
3. Emergency Alerting Telephone Service will be offered only in connection with single party service.

**4. EMERGENCY ALERTING TELEPHONE SERVICE****C. PRICES****1. Service Elements**

<u>Description /Billing Code/</u>	<u>Nonrecurring Charge</u>	<u>Monthly Payment</u>
Common Equipment		
- First 50 lines, including initial Line Shelf <sup>/1/</sup> /EA350/	\$1,500.00	\$200.00 <sup>/2/</sup>
- Additional 50 lines (maximum 3), each /EA35A/	3,425.00 <sup>/3/</sup>	32.00 <sup>/2/</sup>
Line Shelf (maximum 19), each 10 lines /EA7/	3,100.00 <sup>/3/</sup>	37.00 <sup>/2/</sup>
Line Terminating Equipment (maximum 200), each /EA8/	-	8.50
Options		
- interface to an Alert Conference Telephone System, each <sup>/1/</sup> /EA9/	-	14.35

/1/ Applicable Dedicated Communications Services channel and telephone charges apply in addition.

/2/ Minimum service period is 24 months.

/3/ Applies only for service installed on subsequent order. Single charge applies regardless of quantities installed at the same time.

**5. END-USER 9-1-1 TRUNK****A. DESCRIPTION**

End-User 9-1-1 Trunks provide voice grade transmission and deliver station specific Automatic Number Identification (ANI) information associated with Private Switch customer switching equipment to Ameritech's 9-1-1 network. End-User 9-1-1 Trunks are used to route calls to the Ameritech 9-1-1 network and are configured as outgoing trunks only. These trunks are dedicated to carrying 9-1-1 calls only and will not accept incoming calls.

End-User 9-1-1 Trunks route the 9-1-1 call from the customer's premises to one of the following termination points:

- to a local end office
- to the 9-1-1 tandem (Control Office)

**B. DEFINITIONS****Automatic Number Identification (ANI)**

A feature which allows the number of the calling party to be forwarded to the PSAP for display.

**5. END-USER 9-1-1 TRUNK (cont'd)****C. TERMS AND CONDITIONS**

1. A minimum of one End-User 9-1-1 Trunk is required per PBX or Private Switch. However, two or more End-User 9-1-1 Trunks are highly recommended.
2. The customer is responsible for ensuring that their terminal equipment is compatible with this service.
3. The customer is responsible for developing and implementing procedures to prevent unauthorized or illegal use of the End-User 9-1-1 Trunks.
4. When End-User 9-1-1 Trunks are used, the PBX or private switch must be directly connected to the 9-1-1 network.
5. The customer may request diversification and redundancy of any or all interoffice and/or local facility routes. Diversification and redundancy will be provided where facilities permit. Additional charges for the utilization, construction and provision of this option will be assessed on an individual case basis.
6. End-User 9-1-1 Trunks are only available in service areas with Enhanced 911 Service.
7. End-User 9-1-1 Trunks are only available in appropriately equipped Central Offices.
8. If the customer leaves Ameritech for another competitive local exchange carrier and ports the telephone numbers (assigned to the customer) to that Carrier using Local Number Portability (LNP), the customer is responsible for notifying Ameritech in writing of such change. This condition does not relieve the new Carrier of its notification requirements to Ameritech.

**5. END-USER 9-1-1 TRUNK (cont'd)****D. PRICES**

The prices shown below are for End-User 9-1-1 Trunks and are in addition to other applicable Service Charges.

*Additional Trunk* prices are applicable when adding additional trunks with the original (or initial) order. If additional trunks are ordered after the original installation, *First Trunk* prices apply.

**1. Service Elements**

Description <u>/Billing Code/</u>	Nonrecurring <u>Charge</u>	Monthly Payment <i>Term</i> <i>Payment Plan</i> 60 <u>Months</u>
<b>First Trunk</b>		
- to a local end office /XCDAP/	\$930.00	\$45.00
- to the 9-1-1 tandem (Control Office) /XCDCP/	930.00	65.00
<b>Additional Trunks, each</b>		
- to a local end office /XCDBP/	695.00	45.00
- to the 9-1-1 tandem (Control Office) /XCDDP/	695.00	65.00

**5. END-USER 9-1-1 TRUNK (cont'd)****D. PRICES (cont'd)****2. Payment Plans**

- **Term Payment Plans**  
End-User 9-1-1 Trunk service is only available for a 60-month period under the Term Payment Plan (TPP). Refer to Term Payment Plans in Part 2, Section 3 of this tariff.
- **Single Payment Option (SPO)**  
A Single Payment Option is not available with this service.
- **Deferred Payment Option (DPO)**  
A Deferred Payment Option is not available with this service.

**3. Termination Charges**

Termination Charges will apply to service terminated prior to the contracted period.

Termination Charge = [number of months remaining in contract] x [monthly price billable in month prior to discontinuance, according to Company record] x [70%]

**6. WIRELESS 911 SERVICE****A. DESCRIPTION**

Wireless 911 Service (W 911) is a service offered to Enhanced 9-1-1 or Sophisticated 9-1-1 service customers, which routes wireless calls to specific Public Safety Answering Points (PSAPs) and provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to support the Federal Communication Commission's (FCC) Phase I and Phase II requirements established in Docket Number 94-102.

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

- Call Path Associated Signaling (CAS)<sup>1/1/2/</sup>
- Non-Call Path Associated Signaling (NCAS)
- Hybrid<sup>2/</sup>

The W 911 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 government units to whom authority has been lawfully delegated, or a third party provider of 911 database services.

**B. DEFINITIONS****911 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.

/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. Sophisticated (ISDN based) systems only support Hybrid or NCAS wireless services, and do not support CAS signaling to the PSAP.

/2/ The customer provided interface with the selective router must meet the requirements of the National Emergency Number Association (NENA) specification 03-002: "NENA Recommendation for the Implementation of Enhanced MF Signaling, E9-1-1 Tandem to PSAP". This requirement does not apply to Sophisticated 911 (ISDN based) systems (W 911).

**6. WIRELESS 911 SERVICE (cont'd)****B. DEFINITIONS (cont'd)****911 Tandem to 9-1-1 Tandem Transfer**

The ability to transfer a Wireless 9-1-1 call from a PSAP served by one SBC 9-1-1 Tandem (a.k.a. Selective Router) to a PSAP served by a different SBC 9-1-1 Tandem when the two tandems are geographically adjacent and are served by the same SBC automatic location identification (ALI) host system.

**Billing Unit**

A billing unit represents each 1000 in population for the area being served by a W 911 PSAP. The population for the W 911 Customer will be divided by 1000 to determine the total number of billing units for the W 911 customer.

**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.

**Emergency Services Routing Digits (ESRD)**

A 10-digit number that is used to identify the cell site/sector serving the caller. The selective router uses the ESRD to selectively route the call to the designated PSAP.

**Emergency Services 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.

**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 caller's location information to the PSAP.

**6. WIRELESS 911 SERVICE (cont'd)****B. DEFINITIONS (cont'd)****Mobile Directory Number (MDN)**

A 10-digit telephone number that identifies the calling party and can be used as a call back number.

**Mobile Switching Center**

A switch that provides wireless telephone service.

**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.

**Phase I Service**

Wireless 911 service that provides the PSAP with the call-back telephone number of the wireless 911 caller and the location of the cell site or base station transmitting the call.

**Phase II Service**

Wireless 911 service that provides the PSAP with all Phase I information plus more precise caller longitude and latitude location information as required by FCC Docket Number 94-102 (Latitude and Longitude information may require a manual rebid from the PSAP to receive that information).

**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 destination PSAP, or location of the base station or cell site through which a mobile call originates.

**Wireless Carrier**

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

**Wireless End User**

An individual or organization authorized to use the telephone services provided by the wireless switch.

**6. WIRELESS 911 SERVICE (cont'd)****C. TERMS AND CONDITIONS**

Request for this service: (1) can only be initiated by an E911 or S911 customer; (2) must be provided to the Company in writing 150 days prior to the desired service date for both Phase I or Phase II service; and (3) must identify service locations and arrangements.

Wireless 911 will be provided where facilities permit. If facilities are not available, the Company will negotiate a mutually agreeable service date with the customer.

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, the Company will continue to selectively route wireless 911 calls to the designated PSAPs. However, the PSAP may not receive callback or location information for these calls.

**Customer Obligations<sup>1//2/</sup>**

1. The 911 customer is responsible for ensuring that the wireless carrier creates, maintains, and forwards to the Company current pANI data according to the format and procedures specified by the Company.
2. W 911 Service Wireless End User's information is confidential. The 911 customer agrees to use such information only for the purpose of responding to emergency calls.
3. 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 data base and also consents to access this information by the PSAP for the sole purpose of responding to an emergency call.
4. The W 911 customer has the responsibility for reporting all errors, defects and malfunctions that they are aware of to the Company in a timely manner provided the Company is the service provider.

/1/ Customer obligations described are for situations where the E9-1-1 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

**6. WIRELESS 911 SERVICE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****Customer Obligations (cont'd)<sup>1/1/2/</sup>**

5. Cancellation of the service in whole or in part by the W 911 customer prior to establishment thereof, will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the W 911 customer's order for service.
6. The PSAP 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.
7. From the effective date of this tariff forward, the PSAP will order Enhanced Multi-Frequency (E-MF) trunks for additional Selective Router to PSAP trunks. The customer provided interface with the Selective Router must meet the requirements of the National Emergency Number Association (NENA) specification 03-002: "NENA Recommendation for the Implementation of Enhanced MF Signaling, E9-1-1 Tandem to PSAP". This requirement does not apply to Sophisticated 911 (ISDN based) 911 systems or to other tariffed Selective Router to PSAP circuits.
8. The Company will assign one wireless Emergency Service Number (ESN) per PSAP receiving primary routed wireless calls.
9. The Company will provide additional ALI circuits, Router to PSAP trunks dedicated to wireless service, and/or Power Failure/Make Busy circuits at the customer's request and will charge for the circuits per the rates established in existing applicable tariffs.
10. The Company will route wireless 9-1-1 calls based on the ESN associated with the pseudo Automatic number identification (pANI) that identifies the cell site/cell face or routing key. When call routing capability based on longitude and latitude becomes available, the Company will revise this tariff and identify the corresponding rates for such service.

/1/ Customer obligations described are for situations where the E9-1-1 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

**6. WIRELESS 911 SERVICE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****Customer Obligations (cont'd)<sup>1/2/</sup>**

11. The Company's entire liability to any person for interruption or failure of W 911 Service shall be limited by the terms set forth in this section and other sections of this tariff. The Company or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of W 911 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 the Company.
12. W 911 Service is provided solely for the benefit of the W 911 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.
13. To the extent allowed by law, the W 911 customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the W 911 customer or others.
14. The Company supported segment of the W 911 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 911 systems are equipped with the features required to provide W 911 service.

/1/ Customer obligations described are for situations where the E9-1-1 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

**6. WIRELESS 911 SERVICE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****Customer Obligations (cont'd)<sup>1/2/</sup>**

15. To the extent allowed by law, the W911 customer also agrees to release, indemnify and hold harmless the Company for any 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 911 service features and the equipment associated therewith, or by any services furnished 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 W911 service hereunder, and which arise out of the negligence of the Company or the negligence or other wrongful act of the W911 customer, its user, agencies or municipalities or the employees or agents of any one of them.

/1/ Customer obligations described are for situations where the E9-1-1 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

**6. WIRELESS 911 SERVICE (cont'd)****C. TERMS AND CONDITIONS (cont'd)****Customer Obligations (cont'd)<sup>1/2/</sup>**

16. To the extent allowed by law, the W 911 customer and the Wireless Carrier agree to indemnify, defend, and hold harmless the Company from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from W 911 customer and/or Wireless Customer providing the Company with inaccurate, out of date or improperly formatted MDN or pANI data.
17. To the extent allowed by law, the W911 customer and the Wireless Carrier agree to indemnify, defend, and hold harmless the Company 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 W911 customer or the wireless carrier.
18. The customer acknowledges that W 911 service requires that the respective wireless carriers have the capability to forward the wireless subscriber's call and associated call data to the Company for transport to the W 911 customer.
19. Dedicated Network facilities between the PSAP and the Company's 911 Selective Router shall be purchased at rates shown in Part 15, Section 2.<sup>/3/</sup>
20. The Customer will provide the Company with the population total served by the respective agency/county/PSAP. A letter signed by the Customer, indicating the population served by the respective 9-1-1 entity, will be forwarded to the Company.

/1/ Customer obligations described are for situations where the E9-1-1 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

/3/ Customers currently purchasing facilities between the PSAP and Company's 911 Selective Router at rates under contract shall be billed at the contracted rate.

**6. WIRELESS 911 SERVICE (cont'd)**

**D. PRICES**

**1. Service Elements**

<u>Description /Billing Code/</u>	<u>Monthly Charge</u>	<u>Nonrecurring Service Charge</u>
<b>Wireless 911 (W 911) Service</b>		
W 911 Service with wireless switch features, ALI Server upgrades, Selective Routing (SR), SR and ALI Database upgrades, record entry, assignment of one wireless ESN per wireless PSAP, storage and processing of ANI/ALI, Tandem to Tandem Transfer and Trunks, and Telco Map Server functionality <sup>/1//2//3//4/</sup>		
- Phase I service per billing unit	\$9.54	\$ 23.59
- Phase II service per billing unit	0.82	95.05

Phase II rates are paid in addition to Phase I rates when Phase II service is implemented. If only Phase I service is purchased, then only the Phase I rates apply. If Phase II service is purchased both the Phase I nonrecurring and monthly recurring charge and the incremental Phase II nonrecurring and monthly recurring charge will be assessed. If Phase II service is purchased by a PSAP that has the above Phase I service, the incremental Phase II nonrecurring charge will apply and the PSAP would be billed both the Phase I and Phase II monthly recurring charge per billing unit.

- /1/ In applications utilizing a third party database provider, the Company 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 911 Phase 1 and 2 data as required by the FCC.
- /2/ Tandem to Tandem Trunks will be state-averaged, flat rated (not mileage sensitive).
- /3/ Population data and billing unit calculations will be revisited before the fifth year anniversary of the effective date of this tariff.
- /4/ Billing units will be rounded to the next highest number to determine the number of billing units (i.e., .5 or higher equals 1.0). A minimum of one (1) billing unit will also apply to each rate element for each Wireless PSAP.

PART 8 - Miscellaneous Services  
SECTION 4 -

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Original Sheet 1

1. RESERVED FOR FUTURE USE

**2. CUSTOMER LOCATION ALTERNATE ROUTING (CLAR) (cont'd)****A. Descriptions**

Customer Location Alternate Routing (CLAR) is an Advanced Intelligent Network (AIN) based service that allows the customer to safeguard against the loss of incoming calls due to circumstances that make the customer's physical work location inaccessible (i.e., fire, flood, cable cut, etc.).

CLAR allows the customer to develop and maintain a contingency plan that can be activated at their command to reroute incoming calls to predetermined alternate customer locations.

CLAR provides the customer the ability to develop and test solutions to potential problems before they occur.

CLAR allows the customer to exercise their back-up facilities during normal conditions.

CLAR supports up to ten alternate routing plans with a maximum of 10,000 telephone numbers.

CLAR operates across the public network or private facilities.

A CLAR plan is subject to review by the Company in order to determine effects on network capability, capacity and control.

All telecommunications service required for rerouting must be in place or subscribed to at the same time as CLAR and will be reviewed by the Company.

The customer may activate CLAR 24 hours a day, seven days a week.

**2. CUSTOMER LOCATION ALTERNATE ROUTING (CLAR) (cont'd)****B. Terms and Conditions**

1. CLAR service is available where central office facilities and equipment permit.
2. The CLAR customer is responsible for the payment of any applicable station-to-station charges for each call between the central office where the CLAR protected numbers reside and the telephone to which the call is being rerouted.
3. CLAR is available to Centrex, ISDN, PBX and basic exchange business line customers where facilities permit.
4. Customer requested changes to an existing CLAR plan are subject to a charge as found in the Price section following.
5. The services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein. With respect to a claim or suit by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.
6. Due to network capacity and capability limitations, some blocking of calls in the network may occur, and therefore, all incoming calls may not be routed and terminated to the alternate site. In all cases, the first priority will be to maintain the integrity of the public network.
7. The Company will assess a termination charge if a customer terminates a term plan before the expiration of the term. The early termination charge will be the sum of all unpaid special construction charges or nonrecurring charges, if any (excluding any waived charges); plus fifty percent (50%) of all recurring charges for the remaining months of customer's term plan. Termination charges will not apply if the customer converts to another AT&T telecommunications service under a term plan similar or greater in duration to the original term plan.

**2. CUSTOMER LOCATION ALTERNATE ROUTING (CLAR) (cont'd)****C. Features**

Standard Features

Customer Access

CLAR provides two customer interface options: Internet Access and Touch Tone Access.

CLAR with Internet Access provides direct access to the Service Management System. Under this method, the customer's service administrator may define an entire contingency plan, change the "forward-to" destination for protected telephone numbers, activate or deactivate a contingency plan, modify an existing plan and retrieve information about existing plans.

CLAR with Touch Tone Access provides the customer's service administrator the ability to activate or deactivate a contingency plan.

**2. CUSTOMER LOCATION ALTERNATE ROUTING (CLAR) (cont'd)****D. Prices**

## Service Elements

Description <u>/Billing Code/</u>	Non- recurring <u>Charge</u>	<u>Term Payment Plans<sup>/1/</sup></u>				
		<u>Monthly</u>	<u>12 Months</u>	<u>36 Months</u>	<u>60 Months</u>	<u>84 Months</u>
Service Establishment /SEPRH/	\$200.00	-	-	-	-	-
Per protected telephone number, each						
1 to 100th number /EL41X/	25.00	\$ 1.70	\$1.65	\$1.60	\$1.55	\$1.50
101st to 999th number	25.00	1.50	1.45	1.40	1.35	1.30
1000 or more numbers	25.00	1.30	1.25	1.20	1.15	1.10
Per protected telephone number, per additional routing plan, ordered on initial order /NR9FA/	25.00	-	-	-	-	-
Per Additional Alternate Routing Plan /EWP/ Routing plan change, per telephone number via the service order process /NR9EV/	30.00	18.00	-	-	-	-
Activation of customer plan by the Company /NR9EW/	10.00	-	-	-	-	-

/1/ Effective September 15, 2009, the 12, 36, 60, and 84 month Term Payment Plans will be unavailable (N) to new customers. Existing customers may remain on their current plan until the existing term expires. | Upon expiration, customers will be charged the current monthly rates. (N)