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October 7, 2011

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Agreement and Amendment

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment. The documents have been electronically filed with the Commission.

Communications Venture Corporation, D/B/A INdigital Telecom
Amendment No. 2 to Interconnection Agreement
Case No. 2009-00438

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Mary K. Keyer". The signature is fluid and cursive.

Mary K. Keyer

Enclosure

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
COMMUNICATIONS VENTURE CORPORATION, D/B/A INDIGITAL TELECOM
AND
BELLSOUTH TELECOMMUNICATIONS, LLC, d/b/a AT&T KENTUCKY**

This Amendment No. 2 (the "Amendment No. 2") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously known as BellSouth Telecommunications, Inc.), d/b/a AT&T Kentucky ("AT&T Kentucky") and Communications Venture Corporation, d/b/a INdigital telecom ("CLEC"). AT&T Kentucky and CLEC are hereinafter referred to collectively as the "Parties" and each, individually, as a "Party".

WHEREAS, AT&T Kentucky and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 13, 2010 and as subsequently amended by an Amendment, approved December 20, 2010 (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties hereby agree to delete in its entirety, the existing Alternate 911 Attachment 05 – 911/E911 and replace it with Attachment 05 – 911-E911, which is attached hereto and incorporated herein by this reference.
2. The Parties hereby agree to delete in its entirety, the Alternate 911 NIM (Network Interconnection Methods) – Attachment 05A from the Agreement.
3. The Parties hereby agree to add to the Agreement the Attachment 17 - Alternate E911 Service Provider, which is attached hereto and incorporated herein by this reference.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment No. 2, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

AMENDMENT – DELETE ALTERNATE ATT 05-911/E911 AND ALTERNATE ATT 05A-911/E911 NIM, ADD ATT 05 -
911-E911, ADD ATT 17 ALTERNATE E911 SERVICE PROVIDER/AT&T-22STATE

PAGE 2 OF 3

INDIGITAL TELECOM

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7. This Amendment shall be filed with and is subject to approval by the Kentucky Public Service Commission and shall become effective ten (10) days following approval by such Commission.

Communications Venture Corporation, d/b/a
INDigital telecom

BellSouth Telecommunications, LLC d/b/a
AT&T Kentucky by AT&T Services, Inc., its
authorized agent

By: Brent P Cummings

By: Patrick Doherty

Printed: Brent P Cummings

Printed: Patrick Doherty

Title: Chief Operations Officer
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 9-27-2011

Date: 10-3-11



ATTACHMENT 05 - 911-E911



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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions by which AT&T KENTUCKY will provide CLEC with access to AT&T KENTUCKY's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that AT&T KENTUCKY can only provide E911 Service in a territory where an AT&T KENTUCKY is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T KENTUCKY's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.
- 1.3 For CLEC's own switches, AT&T KENTUCKY shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.
- 1.4 The terms of Attachment 17 – Alternate E911 Service Provider applies to CLEC as an alternate E911 service provider in the State of Kentucky as designated by a Public Safety Answering Point (PSAP) to provide 911/E911 services in territories where AT&T KENTUCKY was previously the 911/E911 service provider, and in such case Attachment 5 shall not apply.

2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
 - 2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
 - 2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
 - 2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.
 - 2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
 - 2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.
 - 2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.
 - 2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.
 - 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
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- 2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).
- 2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

- 3.1 AT&T KENTUCKY shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.
- 3.2 Call Routing:
- 3.2.1 AT&T KENTUCKY will route 911 calls from the AT&T KENTUCKY SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 AT&T KENTUCKY will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T KENTUCKY will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T KENTUCKY will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking:
- 3.3.1 AT&T KENTUCKY shall provide and maintain sufficient dedicated E911 Trunks from AT&T KENTUCKY's E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 AT&T KENTUCKY will provide facilities to interconnect the CLEC to the AT&T KENTUCKY's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T KENTUCKY will provide such diversity where technically feasible, at standard applicable tariff rates.
- 3.4 Database:
- 3.4.1 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
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- 3.4.2 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY shall coordinate access to the AT&T KENTUCKY DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

- 4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T KENTUCKY E911 SR location.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T KENTUCKY E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

- 4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T KENTUCKY E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T KENTUCKY E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.
- 4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T KENTUCKY for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.
- 4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T KENTUCKY E911 SR.
- 4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T KENTUCKY E911 SR.
- 4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
- 4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T KENTUCKY E911 SR.
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- 4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.
- 4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T KENTUCKY.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T KENTUCKY E911 SR(s). CLEC is responsible for advising AT&T KENTUCKY of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T KENTUCKY of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T KENTUCKY will refer network trouble to CLEC if no defect is found in AT&T KENTUCKY's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

- 4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T KENTUCKY E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T KENTUCKY for inclusion in AT&T KENTUCKY's DBMS on a timely basis.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing AT&T KENTUCKY updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T KENTUCKY 911 DBMS.

5.0 Responsibilities of the Parties

- 5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T KENTUCKY E911 SR(s).
- 5.1.1 AT&T KENTUCKY and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T KENTUCKY E911 SR(s).
- 5.2 911 Surcharge Remittance to PSAP:
- 5.2.1 For CLEC's own switch(es), the Parties agree that:
- 5.2.1.1 AT&T KENTUCKY is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
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- 5.2.1.2 AT&T KENTUCKY is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
- 5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:
 - 5.2.2.1 AT&T-13STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
 - 5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

6.0 Methods and Practices

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T KENTUCKY's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T KENTUCKY and CLEC.

8.0 Basis of Compensation

- 8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T KENTUCKY Commission-approved access tariff.
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ATTACHMENT 17

Alternate E911 Service Provider

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Alternate E911 Service Provider Arrangement

1.0 INTRODUCTION

- 1.1 This Alternate E911 Service Provider Attachment is intended to provide each Party with access to the applicable 911 services and E911 Databases and provide 911 Interconnection and Call Routing for purposes of 911 call completion to the Public Safety Answering Point (PSAPs).
- 1.2 The Parties acknowledge and agree that the Parties can only provide 911/E911 Service in a territory where one of the Parties is the E911 network provider, and then only that 911/E911 Service as purchased by the 911/E911 Customer. The Parties agree that access to the Parties' E911 Selective Routers and E911 Database Management System is provided on an "as is" basis.
- 1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or 911/E911 Customer served by the 911/E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or 911/E911 Customer.
- 1.4 If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will negotiate such a separate agreement consistent with the 911/E911 Customer's request for such an arrangement. The 911/E911 Customer will be a party to this separate agreement.
- 1.5 The Parties understand and agree that no performance measures and remedies, including without limitation, any wholesale service quality standards, liquidated damages, and remedies, shall apply to the products and/or services under this Attachment. The Parties agree that the products and/or services under this Attachment are not subject to any **AT&T KENTUCKY** change management processes (often referred to as "CMP"), except that changes to systems and processes that are common to both the services and/or products hereunder and other **AT&T KENTUCKY** offerings that are subject to any change management process, shall continue to be subject to such process as applied under those other **AT&T KENTUCKY** offerings. **AT&T KENTUCKY** will provide all services in a nondiscriminatory manner.
- 1.6 Pricing
 - 1.6.1 Rates, terms and conditions for access to each Party's, facilities and trunking are as set forth in **AT&T KENTUCKY**'s Commission-approved access tariff. Notwithstanding the fact that the rates, terms and conditions for access to each Party's facilities are governed by the access tariffs, the terms set forth in this Attachment including Limitation of Liability/Indemnity (Section 11) and the General Terms and Conditions of the Agreement; including but not limited to, Billing and Payment of Charges (Section 11), Dispute Resolution (Section 13) and Taxes (Section 34), shall be binding on the Parties operating under this Attachment. In the event of any inconsistency between the terms of this Agreement and the access tariffs, the terms of this Agreement shall prevail.
- 1.7 Reuse Of Facilities
 - 1.7.1 Each Party will abide by any applicable federal and state laws and regulations in obtaining 911/E911 Customer authorization prior to changing an 911/E911 Customer's provider of services and/or products made available through use of the functions, services and/or products provided under this Attachment and in assuming responsibility for any charges that may apply to the extent any state regulation applies to the changing of an 911/E911 Customer's provider of services and/or products made available through use of the services and/or products provided under this Attachment.

1.7.2 When a 911/E911 Customer changes or withdraws authorization from either Party as a 911 Service Provider, each Party shall immediately release 911/E911 Customer-specific facilities belonging to or possessed by the other in accordance with the 911/E911 Customer's direction or that of the 911/E911 Customer's authorized agent. Further, when a 911/E911 Customer abandons its premises (that is, its place of business or domicile), either party is free to reclaim its 911/E911 Customer-specific facilities, and is free to issue service orders required to reclaim such facilities. In either situation, the party that does not own the facilities shall promptly provide the party owning the facilities with all information necessary, consistent with the 911/E911 Customer's request for the other to reclaim or reuse the facilities, including, but not limited to the circuit ID of the affected facility.

1.8 Technology Evolution

1.8.1 Nothing in this Attachment shall constrain or otherwise limit the Parties from continuing to evolve and otherwise modify their networks by, for example, deploying new and different technologies and altering the manner in which functions, products and/or services are provided, including without limitation, the functions, products and/or services provided for in the Attachment. The Parties shall retain the right to deliver those functions, products and/or services, including without limitation, local exchange service, over the technologies and in the manner that the Party chooses. **AT&T KENTUCKY** will make reasonable efforts to provide advance notice of changes in technology that impact the experience of INdigital telecom's 911/E911 Customer or require change in the manner that INdigital telecom requests or supports services under this Attachment.

1.9 Customer Inquiries/Customer Notices

1.9.1 Except as may otherwise be required hereunder, each Party will refer all questions regarding the other Party's services or products directly to the other Party.

1.9.2 Except as may otherwise be required hereunder, each Party will ensure that its representatives who receive inquiries regarding the other Party's services:

1.9.2.1 Direct the caller to the other Party if the caller inquires about the other Party's services or products; and

1.9.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

1.9.3 The Parties shall be responsible for all notices and other communications with their customers (including without limitation, their 911/E911 Customers), including without limitation, any notices of pending disconnection due to the Termination or expiration of this Agreement.

2.0 DEFINITIONS

2.1 **"911 Service"** or **"E911 Service"** means a service that uses a universal telephone number to provide the public access to the PSAP by dialing 911.

2.2 **"911 System"** or **"E911 System"** means the set of network, database and customer premises equipment (CPE) components required to provide 911 Service.

2.3 **"911 Trunk"** or **"E911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from **AT&T KENTUCKY** or INdigital telecom to the other party's E911 System.

2.4 **"911 Selective Router Trunk"** or **"E911 Selective Router Trunk"** means a trunk from a Selective Router capable of transmitting Automatic Number Identification (ANI) associated with an End User call to 911.

2.5 **"911/E911 Customer"** or **"Public Safety Answering Point"** (**"PSAP"**) means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911. The 911/E911

Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 2.6 **"Inter-Selective Router Trunk"** means a trunk from a Selective Router capable of transmitting Automatic Number Identification (ANI) associated with an End User call to 911 that may be between Selective Routers.
- 2.7 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.8 **"Automatic Number Identification" or "ANI"** means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker, the access line or equivalent from which a call to 911 originates.
- 2.9 **"Access Service Request" or "ASR"** means an intercompany or intra-company order for services, including transport and/or trunking facilities between the Parties,
- 2.10 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier used by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.11 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 Systems.
- 2.12 **"Designated 911/E911 Service Provider"** means the entity designated by the 911/E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.
- 2.13 **"E911 Universal Emergency Number Service"** (also referred to as **"Enhanced 911 Service"**) or **"E911 Service"** is a communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.14 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.15 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.16 **"End User"**, as used in this Attachment, means a person or entity that is able to, or does in fact, initiate a 911 Emergency Services call. An End User may or may not be a retail customer of a Party.
- 2.17 **"Firm Order Confirmation" or "(FOC)"** means the sub-function of an overall business protocol and set of industry standard practices used by a party to confirm receipt of an ASR (defined in Section 2.8 of this Attachment). The FOC is an informative transmission to the ordering party that an ASR has been successfully created and accepted by the other party. The FOC sets out an acknowledgement of the critical dates of the accepted and processed ASR, and indicates the date upon which the requested services will be available to the ordering party.
- 2.18 **"Interconnected Voice over Internet Protocol Service" or "Interconnected VoIP Service"** means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the End

User's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

- 2.19 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.
- 2.20 **"National Emergency Number Association"** or **"NENA"** means the National Emergency Number Association, a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.21 **"Points of Interconnection"** or **"POIs"**: A Point of Interconnection (POI) is a point on the **AT&T KENTUCKY** network (Selective Router location or some other mutually agreeable location(s)), within the LATA, on-AT&T's network identified by INdigital telecom where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Each Party is responsible for the facilities to its side of the POI(s). Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).
- 2.22 **"Pseudo-ANI"** or **"pANI"** means a telephone number used to support routing of wireless 911 or nomadic VoIP 911 service calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.
- 2.23 **"Selective Routing"** or **"SR"** means the routing and equipment used at a **"E911 Selective Router"** or **"911/E911 Tandem"** to route a 911 call to the proper PSAP based upon the number and location of the caller. Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.24 **"Shell Records"** means those database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 911 and nomadic VoIP 911 service calls.
- 2.25 **"Service Area"** means a geographic area in which **AT&T KENTUCKY** then serves as the incumbent local exchange carrier.
- 2.26 **"Wire Center"** is a specified geographical area which encompasses a company Central Office building, identified with V & H coordinates, that houses switched and non-switch equipment and includes the outside plant, necessary for the provisioning of telephone service to customers.

3.0 **INDIGITAL TELECOM RESPONSIBILITIES WHERE INDIGITAL TELECOM IS THE DESIGNATED 911/E911 SERVICE PROVIDER**

- 3.1 INdigital telecom shall provide and maintain such equipment at the INdigital telecom E911 Selective Router and the DBMS as is necessary to provide to **AT&T KENTUCKY** E911 Emergency Services at parity with that which INdigital telecom provides to other providers of telecommunications and interconnected VoIP services. INdigital telecom shall provide **AT&T KENTUCKY** access to INdigital telecom's 911 System as described in this Section.
- 3.2 Call Routing
 - 3.2.1 INdigital telecom will route 911 calls from the INdigital telecom E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 INdigital telecom will forward the calling party number (ANI) it receives from **AT&T KENTUCKY** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **AT&T KENTUCKY**, INdigital telecom shall forward the Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by **AT&T KENTUCKY**, but no ALI record

is found in the E911 DBMS, INdigital telecom will report this “No Record Found” condition to **AT&T KENTUCKY**, or its designated representative(s), in accordance with NENA recommended standards.

3.3 Facilities and Trunking

3.3.1 INdigital telecom shall provide and maintain sufficient dedicated E911 Selective Router Trunks from INdigital telecom’s E911 Selective Router to the PSAP, according to provisions of the appropriate state Commission-approved tariff or standards of service as applicable and documented specifications of the 911/E911 Customer.

3.3.2 INdigital telecom shall provide switching Common Language Location Identifier (CLLI) and Destination Point Codes (DPC) to **AT&T KENTUCKY** concurring with industry database entries. These CLLI and DPC combinations are:

| CLLI: | DPC |
|-------------|-------------|
| FTWYINTK1ED | 005-031-036 |
| FTWYINTK2ED | 005-031-037 |
| FTWYINTK3ED | 005-031-038 |

INdigital telecom will also create and establish switch facility meet points of interconnection within the LATA of each **AT&T KENTUCKY** Selective Router.

3.4 Database

3.4.1 Where INdigital telecom is designated by the E911 Customer to manage the E911 Database, INdigital telecom shall provide **AT&T KENTUCKY** or its designated representative(s), access to the E911 Database, at no charge, to store **AT&T KENTUCKY**’s End User 911 records (e.g., the name, address, and associated telephone number(s) for each of **AT&T KENTUCKY**’s End Users). **AT&T KENTUCKY** or its designated representative(s) is responsible for electronically providing End User 911 records and updating this information.

3.4.2 Where INdigital telecom manages the E911 Database, INdigital telecom shall coordinate access to the INdigital telecom DBMS, at no charge, for the initial loading and updating of **AT&T KENTUCKY** End User 911 records by **AT&T KENTUCKY** or its designated representative.

3.4.3 Where INdigital telecom manages the E911 Database, INdigital telecom’s E911 Service DBMS shall accept, at no charge, electronically transmitted files based upon a mutually agreed upon format and schedule. Manual (i.e., facsimile) submission of End User 911 records shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Where INdigital telecom manages the E911 Database, INdigital telecom shall provide an initial MSAG load and daily updates to **AT&T KENTUCKY**, or its designated representative(s), at no charge, for use in submitting MSAG valid End User record information to INdigital telecom’s DBMS. **AT&T KENTUCKY**, or its designated representative(s), shall be responsible for accepting and maintaining the daily MSAG updates from INdigital telecom using a process and in a format agreed to by the Parties.

3.4.5 Where INdigital telecom manages the E911 Database, INdigital telecom shall provide error details, based upon a mutually agreeable format and process, to **AT&T KENTUCKY**, or its designated representative(s), at no charge, for errors associated with **AT&T KENTUCKY**’s End User 911 records.

3.4.6 Where INdigital telecom manages the E911 Database, INdigital telecom shall provide an extract to **AT&T KENTUCKY**, or its designated representative(s), of **AT&T KENTUCKY**’s End User 911 records, as requested, at no charge, once per quarter.

4.0 **AT&T KENTUCKY RESPONSIBILITIES WHERE INDIGITAL TELECOM IS THE DESIGNATED 911/E911 SERVICE PROVIDER**

4.1 Call Routing

4.1.1 **AT&T KENTUCKY** shall transport its End Users' 911 calls from its Wire Centers to the INdigital telecom POI(s) on the **AT&T KENTUCKY** network within the LATA where the 911/E911 Customer is located. This traffic may be aggregated after **AT&T KENTUCKY** Wire Center origination and prior to delivery to the INdigital telecom E911 Selective Router. In the event **AT&T KENTUCKY**'s Wire Center has End Users served by more than one E911 Selective Router network, **AT&T KENTUCKY** shall transport its End Users' 911 calls from its Wire Center to the **AT&T KENTUCKY** E911 Selective Router location.

4.1.1.1 Where a Wire Center serves End Users both within and outside of the INdigital telecom E911 Service area, **AT&T KENTUCKY** shall work cooperatively with INdigital telecom and the affected 911/E911 Customer(s) (i) to establish call routing and/or call handoff arrangements; (ii) to establish which E911 Service provider will serve as the "primary" Selective Routing provider for direct trunking from the split Wire Center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline 911/E911 Service Provider unless mutually agreed to otherwise; and (iii) to establish which 911/E911 Service provider will serve as the "secondary" Selective Routing provider receiving a call hand-off from the primary Selective Routing provider.

4.1.2 **AT&T KENTUCKY** shall forward the ANI information of the party calling 911 to the INdigital telecom E911 Selective Router.

4.2 Facilities and Trunking

4.2.1 **AT&T KENTUCKY** shall order via Access Service Request (ASR), E911 Trunking with each INdigital telecom E911 Selective Router that serves the exchange areas in which **AT&T KENTUCKY** is authorized to and will provide telephone exchange service.

4.2.2 **AT&T KENTUCKY** acknowledges that its End Users in a Wire Center may be served by different E911 Selective Routers, and **AT&T KENTUCKY** shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper INdigital telecom POI(s).

4.2.3 **AT&T KENTUCKY** shall provide a minimum of two (2) one-way outgoing 911 Trunk(s) dedicated for originating 911 emergency service calls from its Wire Centers to each INdigital telecom E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911/E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 **AT&T KENTUCKY** is responsible for providing a separate E911 Trunk group for each county or other geographic area that **AT&T KENTUCKY** serves if the 911/E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signaling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.4 **AT&T KENTUCKY** shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the **AT&T KENTUCKY** switch and INdigital telecom POI(s) within **AT&T KENTUCKY**'s network within the LATA of the Selective Router that serves the **AT&T KENTUCKY** End User.

4.2.5 **AT&T KENTUCKY** shall provide sufficient trunking to route **AT&T KENTUCKY**'s originating 911 calls to the designated INdigital telecom E911 Selective Router. A diverse (i.e., separate) 911 Trunk is

recommended and may be required by the 911/E911 Customer. If required by the 911/E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. **AT&T KENTUCKY** is responsible for initiating trunking orders and providing the facilities for diverse routes for 911 interconnection.

- 4.2.6 **AT&T KENTUCKY** is responsible for determining the proper quantity of trunks from its switch(es) to the INdigital telecom E911 Selective Router. **AT&T KENTUCKY** is responsible for determining the proper quantity of facilities from its switch(es) to the INdigital telecom POI(s) within **AT&T KENTUCKY**'s network within the LATA of the Selective Router that serves the End User.
- 4.2.7 **AT&T KENTUCKY** shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law.
- 4.2.8 **AT&T KENTUCKY** shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If **AT&T KENTUCKY**'s traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, **AT&T KENTUCKY** shall provision additional 911 trunks for interconnection with INdigital telecom.
- 4.2.9 **AT&T KENTUCKY** is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on **AT&T KENTUCKY**'s side of the POI. **AT&T KENTUCKY** is responsible for advising INdigital telecom of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying INdigital telecom of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. INdigital telecom will refer network troubles to **AT&T KENTUCKY** if no defect is found in INdigital telecom's 911 network. The Parties agree that 911 network problems will be managed expeditiously, and the Parties shall work cooperatively until problems are resolved.

4.3 Database

- 4.3.1 Within five (5) business days after having received a confirmation of the authorization to transfer the End User 911 records which is after a mutually agreeable format and process has been reached between **AT&T KENTUCKY** and INdigital telecom, **AT&T KENTUCKY** or its designated representatives shall be responsible for providing **AT&T KENTUCKY**'s End User 911 records to INdigital telecom for inclusion in INdigital telecom's DBMS.
- 4.3.2 **AT&T KENTUCKY** or its agent shall provide initial and ongoing updates of **AT&T KENTUCKY**'s End User 911 records that are MSAG-valid in a mutually agreed upon electronic format. INdigital telecom will provide view access capability to **AT&T KENTUCKY**, or its designated representative(s), to the MSAG and **AT&T KENTUCKY**'s End User 911 records.
- 4.3.3 **AT&T KENTUCKY** shall adopt the use of the appropriate INdigital telecom ID on all **AT&T KENTUCKY** End User 911 records in accordance with NENA recommended standards
- 4.3.4 **AT&T KENTUCKY** is responsible for providing INdigital telecom updates to the E911 database. In addition, **AT&T KENTUCKY**, or its designated representative(s), is responsible for correcting any errors that may occur during the entry of such data into the INdigital telecom 911 DBMS.
- 4.3.5 **AT&T KENTUCKY**, or its designated representative(s), shall process errors associated with **AT&T KENTUCKY**'s End User 911 records.
- 4.3.6 **AT&T KENTUCKY**, or its designated representative(s), shall process No Record Found provided by INdigital telecom associated with **AT&T KENTUCKY**'s End User 911 records.
- 4.3.7 **AT&T KENTUCKY**, or its designated representative(s), shall process PSAP inquiries associated with **AT&T KENTUCKY**'s End User 911 records

- 4.3.8 **AT&T KENTUCKY**, or its designated representative(s), shall notify INdigital telecom when new NPA-NXXs need to be added to INdigital telecom's DBMS when such prefix table updates are required.
- 4.3.9 INdigital telecom shall provide to **AT&T KENTUCKY** or its designated representative Local Number Portability (LNP) reports on an as needed basis.

5. **AT&T KENTUCKY RESPONSIBILITIES WHERE AT&T KENTUCKY IS THE DESIGNATED 911/E911 SERVICE PROVIDER**

- 5.1 **AT&T KENTUCKY** shall provide and maintain such equipment at the **AT&T KENTUCKY** E911 Selective Router and the DBMS as is necessary to provide INdigital telecom E911 Emergency Services at parity with that of **AT&T KENTUCKY** retail End Users. **AT&T KENTUCKY** shall provide INdigital telecom access to the **AT&T KENTUCKY** 911 System as described in this Section and in Section 7.
- 5.2 Call Routing
- 5.2.1 **AT&T KENTUCKY** will route 911 calls delivered to **AT&T KENTUCKY** by INdigital telecom at the **AT&T KENTUCKY** E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 5.2.2 **AT&T KENTUCKY** will forward the calling party number (ANI) it receives from INdigital telecom and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by INdigital telecom, **AT&T KENTUCKY** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by INdigital telecom, but no ALI record is found in the E911 DBMS, **AT&T KENTUCKY** will report this "No Record Found" condition to INdigital telecom in accordance with NENA recommended standards.
- 5.3 Facilities and Trunking
- 5.3.1 **AT&T KENTUCKY** shall provide and maintain sufficient dedicated E911 Selective Router Trunks from **AT&T KENTUCKY**'s E911 Selective Router to the PSAP of the E911 Customer, according to the provisions of the documented specifications of the E911 Customer.
- 5.3.2 **AT&T KENTUCKY** shall, if requested, provide facilities to interconnect INdigital telecom to the **AT&T KENTUCKY** E911 Selective Router, as specified in the applicable **AT&T KENTUCKY** access tariff. Additionally, when diverse facilities are requested by INdigital telecom, **AT&T KENTUCKY** will provide such diversity where technically feasible, as specified in the applicable **AT&T KENTUCKY** access tariff.
- 5.4 Database
- 5.4.1 Where **AT&T KENTUCKY** is designated by the E911 Customer to manage the E911 Database **AT&T KENTUCKY** shall provide INdigital telecom access to the **AT&T KENTUCKY** E911 Database, at no charge, to store INdigital telecom's End User 911 records (e.g., the name, address, and associated telephone number(s) for each of INdigital telecom's End Users). INdigital telecom or its designated representative(s) is responsible for electronically providing End User 911 records and updating this information.
- 5.4.2 Where **AT&T KENTUCKY** manages the E911 Database, **AT&T KENTUCKY** shall coordinate access to the **AT&T KENTUCKY** DBMS, at no charge, for the initial loading and updating of INdigital telecom End User 911 records by INdigital telecom.
- 5.4.3 Where **AT&T KENTUCKY** manages the E911 Database, **AT&T KENTUCKY**'s E911 Database shall accept, at no charge, electronically transmitted files that are based upon a mutually agreed upon format and schedule. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

- 5.4.4 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY shall provide an initial MSAG load and updates to INdigital telecom for use in submitting MSAG valid End User record information to AT&T KENTUCKY's DBMS for those E911 Selective Routers that INdigital telecom has End Users. INdigital telecom shall be responsible for accepting and maintaining the updates from AT&T KENTUCKY. AT&T KENTUCKY will make updates available as frequently as the state's system currently provides.
- 5.4.5 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY shall provide error details, based upon a mutually agreeable format and process, to INdigital telecom, or its designated representative(s), at no charge, for errors associated with INdigital telecom's End User 911 records.
- 5.4.6 Where AT&T KENTUCKY manages the E911 Database, AT&T KENTUCKY shall provide an extract, based upon a mutually agreeable format and process, to INdigital telecom, or its designated representative(s), of INdigital telecom's End User 911 records, as requested, at no charge, once per quarter.

6. INDIGITAL TELECOM RESPONSIBILITIES WHERE AT&T KENTUCKY IS THE DESIGNATED 911/E911 SERVICE PROVIDER

6.1 Call Routing

- 6.1.1 INdigital telecom shall transport wireline 911 calls to each POI on the AT&T KENTUCKY network within the LATA where the 911/E911 Customer is located. AT&T KENTUCKY shall transport INdigital telecom wireline 911 calls from the POI to the AT&T KENTUCKY Selective Router. INdigital telecom may utilize its own facilities or the facilities of another carrier.
 - 6.1.1.1 Where a Wire Center serves End Users both within and outside of the AT&T KENTUCKY E911 Service area, INdigital telecom shall work cooperatively with AT&T KENTUCKY and the affected 911/E911 Customer(s) (i) to establish call routing and/or call handoff arrangements; (ii) to establish which E911 Service provider will serve as the "primary" Selective Routing provider for direct trunking from the split Wire Center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline 911/E911 Service Provider unless mutually agreed to otherwise; and (iii) to establish which 911/E911 Service provider will serve as the "secondary" Selective Routing provider receiving a call hand-off from the primary Selective Routing provider.
- 6.1.2 INdigital telecom will forward the ANI information of the party calling 911 to the AT&T KENTUCKY E911 Selective Router.

6.2 Facilities and Trunking

- 6.2.1 INdigital telecom shall order via ASR, E911 Trunking at each AT&T KENTUCKY 911 Selective Router that serves the exchange areas in which INdigital telecom is authorized to and will provide telephone exchange service.
- 6.2.2 INdigital telecom acknowledges that End Users in a Wire Center may be served by different E911 Selective Routers, and INdigital telecom shall be responsible for providing interconnection facilities to route 911 calls from End Users to the proper E911 Selective Router.
- 6.2.3 INdigital telecom shall provide a minimum of two (2) one-way outgoing E911 Trunks dedicated for originating 911 emergency service calls to each AT&T KENTUCKY E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 6.2.3.1 INdigital telecom is responsible for providing a separate E911 Trunk group for each county or other geographic area that INdigital telecom serves if the 911/E911 Customer for such county or

geographic area has a specified varying default routing condition. Where MF signaling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

- 6.2.3.2 INdigital telecom shall segregate wireless traffic on separate E911 Trunk groups following the same requirements outlined in 6.2.3 and 6.2.3.1.
- 6.2.4 INdigital telecom shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the INdigital telecom switch and the **AT&T KENTUCKY** E911 Selective Router.
- 6.2.5 INdigital telecom shall order via ASR sufficient trunking to route INdigital telecom's originating 911 calls to the designated **AT&T KENTUCKY** E911 Selective Router. A diverse (i.e., separate) 911 Trunk is recommended and may be required by the 911/E911 Customer. If required by the 911/E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. INdigital telecom is responsible for initiating trunking orders and providing facilities for diverse routes for 911 interconnection.
- 6.2.6 INdigital telecom is responsible for determining the proper quantity of trunks from its switch(es) to interconnect with the **AT&T KENTUCKY** E911 Selective Router. INdigital telecom is responsible for determining the proper quantity of facilities from its switch(es) to the INdigital telecom POI(s) within INdigital telecom's network within the LATA of the Selective Router that serves the End User.
- 6.2.7 INdigital telecom shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law.
- 6.2.8 INdigital telecom shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If INdigital telecom's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, INdigital telecom shall provision additional 911 Trunks for interconnection with **AT&T KENTUCKY**.
- 6.2.9 INdigital telecom is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on INdigital telecom's side of the POI. INdigital telecom is responsible for advising **AT&T KENTUCKY** of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T KENTUCKY** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T KENTUCKY** will refer network troubles to INdigital telecom if no defect is found in **AT&T KENTUCKY**'s 911 network. The Parties agree that 911 network problems will be managed expeditiously, and the Parties will work cooperatively until problems are resolved.

6.3 Database

- 6.3.1 Within five (5) business days after having received a confirmation of the authorization to transfer the End User 911 records in a mutually agreeable format and process has been reached, INdigital telecom, or its designated representative(s), shall be responsible for providing INdigital telecom's End User 911 records to **AT&T KENTUCKY** for inclusion in **AT&T KENTUCKY**'s DBMS on a timely basis.
- 6.3.2 INdigital telecom or its agent shall provide initial and ongoing updates of INdigital telecom's End User 911 records that are MSAG-valid in the electronic format established by **AT&T KENTUCKY**. **AT&T KENTUCKY** will provide view access capability to INdigital telecom, or INdigital telecom's designated representative(s), to the MSAG and INdigital telecom's End User 911 records.
- 6.3.3 INdigital telecom shall adopt use of the appropriate INdigital telecom ID on all End User 911 records in accordance with NENA recommended standards.

- 6.3.4 INdigital telecom is responsible for providing **AT&T KENTUCKY** updates to the E911 database. In addition, INdigital telecom, or its designated representative(s), is responsible for correcting any errors that may occur during the entry of such data into the **AT&T KENTUCKY** 911 DBMS.
- 6.3.5 INdigital telecom, or its designated representative(s), shall process errors associated with INdigital telecom's End User 911 records.
- 6.3.6 INdigital telecom, or its designated representative(s), shall process No Record Finds provided by **AT&T KENTUCKY**, or its designated representative, associated with INdigital telecom's End User 911 records.
- 6.3.7 INdigital telecom, or its designated representative(s), shall process PSAP inquiries associated with INdigital telecom's End User 911 records
- 6.3.8 INdigital telecom, or its designated representative(s), shall notify **AT&T KENTUCKY**, or its designated representative, when new NPA-NXXs need to be added to **AT&T KENTUCKY**'s DBMS when such prefix table updates are required.
- 6.3.9 INdigital telecom, or its designated representative, shall provide to **AT&T KENTUCKY**, or its designated representative, LNP reports on an as needed basis.

7. RESPONSIBILITIES OF BOTH PARTIES

- 7.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).
 - 7.1.1 **AT&T KENTUCKY** and INdigital telecom shall cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s). The Parties agree that they will not pass live traffic until successful testing is completed by both Parties.
- 7.2 Inter Selective Routing Trunks
 - 7.2.1 Where INdigital telecom is the E911 Service Provider for a 911/E911 Customer that is contiguous to an **AT&T KENTUCKY** 911/E911 Customer, INdigital telecom and **AT&T KENTUCKY** may deploy inter-SR Trunking using one-way trunk configurations that will allow transfers between PSAPs subtending **AT&T KENTUCKY** E911 Selective Routers and PSAPs subtending INdigital telecom Selective Routers, upon terms and conditions that will be mutually agreed upon by all of the affected parties (including PSAPs) in writing. INdigital telecom will be responsible for deploying and maintaining one-way trunks from INdigital telecom's E911 routing network for PSAP call transfers from INdigital telecom subtending PSAPs to **AT&T KENTUCKY** subtending PSAPs. **AT&T KENTUCKY** will be responsible for deploying and maintaining one-way trunks from the **AT&T KENTUCKY** Selective Router for PSAP call transfers from the **AT&T KENTUCKY** subtending PSAPs to INdigital telecom subtending PSAPs.
 - 7.2.1.1 Configuration of inter-Selective Router Trunk groups shall be designed to support the existing E911 generic of the **AT&T KENTUCKY** E911 Selective Router tandem. **AT&T KENTUCKY** shall notify INdigital telecom of any upgrades to the **AT&T KENTUCKY** E911 generic in the Selective Router.
 - 7.2.1.2 Each Party will have a sufficient number of inter-Selective Router Trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.
 - 7.2.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing Trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the 911/E911 Customer.
 - 7.2.1.4 Each Party will provide the appropriate number of one-way outgoing 911 Selective Router Trunks over diversely routed facilities between Selective Routers to enable transfer of 911 calls

between PSAPs served by INdigital telecom's E911 routing network and PSAPs served by **AT&T KENTUCKY**'s E911 routing network.

- 7.2.1.5 The Parties will maintain appropriate dial plans to support Inter-Selective Router tandem transfer.
- 7.2.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing Trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing Trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

7.3 Interoperability Arrangements

7.3.1 To the extent both the 911/E911 Customer for which **AT&T KENTUCKY** is the Designated 911/E911 Service Provider and the 911/E911 Customer for which INdigital telecom is the Designated 911/E911 Service Provider request in writing that INdigital telecom and **AT&T KENTUCKY**, respectively, implement processes to support call transfer with ALI the Parties shall work cooperatively to establish methods and procedures to support PSAP-to-PSAP call transfers with ALI for 911 calls.

7.3.2 To the extent both the 911/E911 Customer for which **AT&T KENTUCKY** is the Designated 911/E911 Service Provider and the 911/E911 Customer for which INdigital telecom is the Designated 911/E911 Service Provider request in writing that INdigital telecom and **AT&T KENTUCKY**, respectively, implement 911/E911 Service call transfer capability with ALI retrieval, INdigital telecom and **AT&T KENTUCKY** shall work cooperatively to implement the capability to transfer 911/E911 Service calls between their respective PSAPs over inter-Selective Router trunks and to enable the receiving PSAP to retrieve the 911/E911 caller's ALI record information.

7.4 911 Surcharge Remittance to PSAP

7.4.1 The Parties agree that:

- 7.4.1.1 Each Party is responsible for collecting and remitting applicable 911 surcharges or fees from their respective End Users directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
- 7.4.1.2 Each Party collecting and remitting 911 surcharges from its respective End Users is responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines) in accordance with applicable law.

7.4.2 For INdigital telecom as a reseller, except where state law requires **AT&T KENTUCKY** to serve as a clearinghouse between resellers and PSAPs, the Parties agree that:

- 7.4.2.1 INdigital telecom shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 7.4.2.2 **AT&T KENTUCKY** shall include INdigital telecom reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

7.5 ALI Database Responsibilities

7.5.1 Where INdigital telecom has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T KENTUCKY** 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer the Parties shall work cooperatively to establish methods and procedures to support PSAP-to-PSAP call transfer with ALI for 911 calls.

8. METHODS AND PRACTICES

With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 Services: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Kentucky Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. BASIS OF COMPENSATION

Rates, terms and conditions for access to each Party's 911 Services, service features, trunking and call routing of E911 call completion to a PSAP are as set forth in the **AT&T KENTUCKY** Commission-approved access tariff. Notwithstanding the fact that the rates, terms and conditions for access are governed by the access tariffs, the terms set forth in the General Terms and Conditions ("GTC") of this Agreement, including but not limited to, Billing and Payment of Charges (GTC Section 11), Dispute Resolution (GTC Section 13) and Taxes (GTC Section 34) as well as the Limitation of Liability/Indemnity (Section 11), of this Attachment shall be binding on the Parties operating under this Attachment. In the event of any inconsistency between the terms of this Attachment and the access tariffs, the terms of this Attachment shall prevail.

10. PURPOSE

The terms and conditions of this Attachment represent a negotiated plan between the Parties for providing access to 911 and E911 Databases, and for providing trunking and call routing for purposes of 911 call completion to PSAP customers.

11. LIMITATION OF LIABILITY/INDEMNITY

The Parties acknowledge and agree that these limitation of liability and indemnity provisions set forth in this Section 11 apply only in connection with the terms of and the services provided pursuant to this Attachment 17 (Alternate E911 Service Provider). Accordingly, and solely in connection with the terms of and the services provided pursuant to this Attachment 17, to the extent of any conflict between the terms of this Section 11 and any other terms of this Agreement, the terms of this Section 11 shall control.

11.1 LIMITATION OF LIABILITY

11.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided, to the maximum extent permitted by applicable law, each Party's liability to the other Party (inclusive of both Parties' respective affiliates and their respective officers, directors, employees, agents, and other representatives) for any and all Losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) ("Loss" or "Losses") relating to or arising out of such Party's performance under this Agreement and any and all dealings and arrangements between the Parties relating to the products and/or services hereunder (but excluding any Loss(es) relating to or arising out of any **AT&T KENTUCKY** tariffs and products purchased by Company from **AT&T KENTUCKY** tariffs, which shall be governed exclusively by such tariffs), including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action arising from allegations that a breach of this Agreement constitute a violation of a statute, shall not exceed in total the amount **AT&T KENTUCKY** or Company, as the case may be, has charged or would have charged to the other Party for the products or services provided under this agreement (not to exceed the billings between the Parties for such affected products and/or services for the month or months in which the condition occurred, but not to exceed [twelve (12) months in any event]. To the maximum extent permitted by applicable law, neither Company nor **AT&T KENTUCKY** shall be liable to the other Party for any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits) suffered by the other Party,

regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind (but excluding gross negligence or willful misconduct in accordance with Section 11.1.2), whether active or passive (and including alleged breaches of this Agreement and causes of action arising from allegations that a breach of this Agreement constitutes a violation of a statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including negligent acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 11.1.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits) of such third party, subject to Section 11.1.3 below; provided, however, nothing in this Section 11.1.1 shall impose indemnity obligations on a Party for any Losses or indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits) suffered by that Party's customers (including without limitation, its 911/E911 Customers) in connection with any affected products and/or services. Rather, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") and Indemnitee's affiliates (and their respective officers, directors, employees, agents, and other representatives) against any Loss or claim made by or through the Indemnifying Party's customers (including without limitation, its 911/E911 Customers).

- 11.1.2 Except as otherwise expressly provided and subject to Section 11.1.5 below, in the case of any Loss alleged or claimed by a third party to have arisen out of the gross negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own gross negligence or willful misconduct or that of its officers, directors, employees, agents, contractors, or others acting in aid or concert with it.
- 11.1.3 A Party may, in its sole discretion, provide in its applicable tariffs and contracts with its customers (including without limitation, its 911/E911 Customers) or third parties that relate to any products and/or services provided or contemplated by this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged such customer or third party for the products and/or services that gave rise to such Loss and (ii) any indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits). If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 11.1.3.
- 11.1.4 A Party (and its affiliates and their respective officers, directors, employees, agents, and other representatives) shall not be liable for damages to the other Party's customer's premises (including without limitation, the premises of its 911/E911 Customers) resulting from the furnishing of any products and/or services hereunder including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by the Party's gross negligence or willful misconduct, subject to Section 11.1.5 below.
- 11.1.5 In the event that a Party to this Agreement ("Claiming Party") claims that any Loss was result of the gross negligence or willful misconduct of the other Party ("Responding Party") to this Agreement, and a court of competent jurisdiction or an Arbitration Panel, as applicable, finds that any claimed Loss is the result of the other Party's own gross negligence or willful misconduct, through findings of fact and conclusions of law issued by such court or Arbitration Panel, then the Parties agree to limit any award

up to treble monetary damages (excluding attorneys fees, interests and costs) for such gross negligence or intentional conduct.

- 11.1.6 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DISPUTE RESOLUTION, SECTION 13, OF THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT (AS TO THE SUBJECT-MATTER OF THIS AGREEMENT) ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY CLAIMS, LOSS(ES) AND DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE AGREEMENT, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA IN WHICH AT&T KENTUCKY OPERATES (BUT EXCLUDING ANY CLAIMS, LOSS(ES) AND DISPUTES RELATING TO OR ARISING OUT OF ANY OF EITHER PARTIES' TARIFFS, WHICH SHALL BE GOVERNED EXCLUSIVELY BY SUCH TARIFFS IF APPLICABLE.**

11.2 INDEMNITY

- 11.2.1 **Responsibility of Each Party for its Services:** Except as otherwise expressly provided in this Agreement (including without limitation, in a product/service-specific Attachment), each Party shall be responsible only for the products and/or services which are provided by such Party, its agents, contractors, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the products and/or services provided by the other Party, its agents, contractors, subcontractors, or others retained by such other Party.
- 11.2.2 **Claims of Loss by Third Party(ies):** Except as otherwise expressly provided in this Agreement (including without limitation, in a product/service-specific Attachment) and subject to Section 11.1, Limitation of Liability above, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Losses to a third party arising out of the gross negligence, or willful misconduct ("Fault") of such Indemnifying Party, its officers, directors, employees, agents, its customers (including without limitation, its 911/E911 Customers), contractors, or others retained by the Indemnifying Party, in connection with the Indemnifying Party's provision of products and/or services and performance under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment or agency, respectively, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 11.2.3 **Claims of Loss by a Customer (including without limitation, a 911/E911 Customer) of a Party:** Except as otherwise expressly provided in this Agreement (including without limitation, in a product/service-specific Attachment) and subject to Section 11.1, Limitation of Liability above including without limitation, Section 11.1.5, in the case of any Loss alleged or claimed by a customer (including without limitation, its 911/E911 Customer) of either Party, the Indemnifying Party whose customer alleged or claimed such Loss shall defend and indemnify the Indemnified Party against any and all such claims or Losses by such Indemnifying Party customer regardless of whether the underlying product and/or service or performance giving rise to such claim or Loss was provided or provisioned by the

Indemnified Party, unless the claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party. Notwithstanding anything to the contrary in this Section 11.2.3 and this Agreement, AT&T KENTUCKY shall have no liability to the customers of Company for claims arising from the provision of the products and/or services hereunder to Company, including but not limited to claims related to Company's marketing or sales of Company's offerings that are based on or use the products and/or services provided hereunder, delayed restoral or nonrestoral of the products and/or services hereunder, quality of service or any resulting billing or any other type of dispute. Except in instances involving gross negligence or willful misconduct by AT&T KENTUCKY, Company agrees to indemnify, defend, and hold AT&T KENTUCKY harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by Company's customers for any products and/or services provided by AT&T KENTUCKY hereunder. Notwithstanding anything to the contrary in this Section 11.2.3 and this Agreement, Company shall have no liability to the customers of AT&T KENTUCKY for claims arising from the provision of the products and/or services hereunder to AT&T KENTUCKY, including but not limited to claims related to AT&T KENTUCKY's marketing or sales of AT&T KENTUCKY's offerings that are based on or use the products and/or services provided hereunder, delayed restoral or nonrestoral of the products and/or services hereunder, quality of service or any resulting billing or any other type of dispute. Except in instances involving gross negligence or willful misconduct by Company, AT&T KENTUCKY agrees to indemnify, defend, and hold Company harmless from and against any and all claims, demands, costs, damages, liabilities, and expenses (including reasonable attorney fees) arising from any claim or action initiated by AT&T KENTUCKY's customers for any products and/or services provided by Company hereunder.

- 11.2.4 **Claims of Loss by a Party Against other Party:** Subject to Section 11.1, Limitation of Liability above, the Indemnifying Party shall defend, indemnify and hold harmless the Indemnified Party against any claim or Loss arising from the Indemnifying Party's use of products and/or services provided hereunder, or performance, under this Agreement, including, without limitation, any claim(s) or Loss(es) arising from: Indemnifying Party's use of products and/or services offered under this Agreement, involving any claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its customer's (including without limitation, use by its 911/E911 Customer's) use unless the claim or Loss was caused by the sole gross negligence or willful misconduct of the Indemnified Party.
- 11.2.5 **Indemnity for Damage to Facilities.** Subject to the limitations of liability set forth in Section 11.1, Company shall reimburse AT&T KENTUCKY for damages to AT&T KENTUCKY's facilities utilized to provide any products and/or services hereunder caused by the gross negligence or willful act of Company, its officers, directors, employees, agents, contractors, or subcontractors or Company's customers or resulting from Company's or its customer's improper use of AT&T KENTUCKY's facilities, or due to malfunction of any facilities, functions, products, services and/or equipment provided by any person or entity other than AT&T KENTUCKY. Upon reimbursement for damages, AT&T KENTUCKY will cooperate with Company in prosecuting a claim against the person or entity causing such damage. Company shall be subrogated to the right of recovery by AT&T KENTUCKY for the damages to the extent of such payment. In addition, Company hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other service degradation or damage to AT&T KENTUCKY facilities and hereby agrees to release, defend and indemnify AT&T KENTUCKY, and hold AT&T KENTUCKY harmless, from any claims for Loss or damages, including but not limited to direct, indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits), made against AT&T KENTUCKY by a customer, any telecommunications service provider or telecommunications user relating to such testing by Company. Subject to the limitations of liability set forth in Section 11.1, AT&T KENTUCKY shall reimburse Company for damages to Company's facilities utilized to provide any products and/or services

hereunder caused by the gross negligence or willful act of AT&T KENTUCKY, its officers, directors, employees, agents, contractors, or subcontractors or AT&T KENTUCKY's customers or resulting from AT&T KENTUCKY's or its customer's improper use of Company's facilities, or due to malfunction of any facilities, functions, products, services and/or equipment provided by any person or entity other than Company. Upon reimbursement for damages, Company will cooperate with AT&T KENTUCKY in prosecuting a claim against the person or entity causing such damage. AT&T KENTUCKY shall be subrogated to the right of recovery by Company for the damages to the extent of such payment. In addition, AT&T KENTUCKY hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other service degradation or damage to Company facilities and hereby agrees to release, defend and indemnify Company, and hold Company harmless, from any claims for Loss or damages, including but not limited to direct, indirect, incidental, reliance, special, consequential, punitive, exemplary, or multiple damages (including without limitation, for any lost business opportunity/profits), made against Company by a customer, any telecommunications service provider or telecommunications user relating to such testing by AT&T KENTUCKY.

- 11.2.6 **Indemnification Procedures:** Whenever a claim shall arise for indemnification under this Section 10.2, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying

Party. Each Party agrees to cooperate and to cause its officers, directors, employees, agents, and other representatives to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Nondisclosure, Section 12, of this Attachment.

12.0 NONDISCLOSURE

- 12.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation, its 911/E911 Customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation, its 911/E911 Customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.
- 12.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this Section 12, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation, its 911/E911 Customer).
- 12.3 This Section 12 will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or data prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.
- 12.4 The provisions of this Section 12 shall survive the expiration and/or Termination of this Agreement, unless agreed to in writing by the Parties.