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September 11, 2026

Public Utilities Commission of Nevada
Asst. Commission Secretary
1150 E. William Street
Carson City, NV 89701

Re: In the Matter of the Joint Petition of Mpower Communications Corp. d/b/a TPx Communications, U.S. TelePacific Corp. d/b/a TPx Communications and Nevada Bell Telephone Company, LLC d/b/a AT&T Nevada and AT&T Wholesale for Approval of an Interconnection Agreement Amendment Pursuant to Section 252 of The Telecommunications Act of 1996

Dear Asst. Commission Secretary:

Attached for filing are the Joint Petition, Draft Notice Application, Certificate of Service, and the Interconnection Agreement Amendment between Mpower Communications Corp. d/b/a TPx Communications, U.S. TelePacific Corp. d/b/a TPx Communications and Nevada Bell Telephone Company, LLC d/b/a AT&T Nevada and AT&T Wholesale.

The $200 filing fee payable to the Public Utilities Commission of Nevada is also attached.

Please contact me if you have any questions or concerns.

Respectfully Submitted,

Sally Briar

Sally Briar
Area Manager-Regulatory Relations

Attachments

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In the Matter of the Joint Petition of Mpower Communications Corp. d/b/a TPx Communications, U.S. TelePacific Corp. d/b/a TPx Communications and Nevada Bell Telephone Company, LLC d/b/a AT&T Nevada and AT&T Wholesale for Approval of an Amendment to Interconnection Agreement Pursuant to Section 252 of The Telecommunications Act of 1996	)))))))))	Docket No._____

JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT PURSUANT TO SECTION 252 OF THE TELECOMMUNICATIONS ACT OF 1996

NOW COMES, MPOWER COMMUNICATIONS CORP. D/B/A TPX COMMUNICATIONS, U.S. TELEPACIFIC CORP. D/B/A TPX COMMUNICATIONS ("CLEC") and NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE[1] ("AT&T Nevada") (CLEC and AT&T Nevada collectively referred to herein as, the "Parties") who hereby apply to this Commission for approval of an Amendment to their Interconnection Agreement.

In summary, this Interconnection Amendment modifies the Agreement to replace the 911 Attachment with updated terms and conditions allowing the originating service provider (aka dial tone providers) to deliver its traffic to the NG911 Delivery Point in IP-based SIP format, as required by law.

The Parties now submit the Amendment for approval in accordance with the terms of Section 252(e) of The Telecommunications Act of 1996 (TA 1996). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of TA 1996, by determining that the grounds for rejection of such Amendment, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not

applicable to the Amendment. With respect to Section 252(e)(2) of TA 1996, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission.

The Parties request that the Commission expeditiously approve the Amendment consistent with the intent of TA 1996.

DATED this _4th___day of __September_____, 2026___.

eSigned - David Zahn

MPOWER COMMUNICATIONS CORP.
D/B/A TPX COMMUNICATIONS, U.S.
TELEPACIFIC CORP. D/B/A TPX
COMMUNICATIONS
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Sally Briar

NEVADA BELL TELEPHONE COMPANY,
LLC D/B/A AT&T NEVADA AND AT&T
WHOLESALE
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[1] Nevada Bell Telephone Company, LLC, a Nevada limited liability company, is now doing business in Nevada as "AT&T Nevada and AT&T Wholesale" and is considered as referenced through the attached agreement/amendment.

Draft Notice Application for Applications, Petitions and Complaints

The Commission requires a draft notice be included with all applications, petitions and complaints. See Nevada Administrative Code 703.162. Please include one copy of this form with all the above filings.

I. Include a title that describes the relief requested, or proceeding scheduled pursuant to Nevada Administrative Code ("NAC") 703.160 (5)(a.)

Joint Petition filing between AT&T Nevada and Mpower Communications Corp. d/b/a TPx Communications and U.S. TelePacific Corp. d/b/a TPx Communications for approval of an amendment to the interconnection agreement.

II. Include the name of the applicant, complainant, petitioner, or the name of the agent for same pursuant to NAC 703.160 (5)(b).

AT&T Nevada and Mpower Communications Corp. d/b/a TPx Communications and U.S. TelePacific Corp. d/b/a TPx Communications

III. Include a paragraph with a brief description of the purpose of the filing or proceeding with an introductory statement in plain English understandable to a person of average knowledge and intelligence, that summarizes the relief requested or proceeding scheduled, **AND** its impact upon consumers, pursuant to NAC 704.160 (5)(c).

AT&T Nevada and Mpower Communications Corp. d/b/a TPx Communications and U.S. TelePacific Corp. d/b/a TPx Communications request that the Public Utilities Commission of Nevada approve a joint petition regarding an amendment to the interconnection agreement between the two parties.

IV. A declaration by the applicant, petitioner, or complainant whether a consumer session is required by Nevada Revised Statute ("NRS") 704.069 (1). NAC 703.162 (2)[1]

These changes do not require a consumer session.

V. If the draft notice pertains to a tariff filing, please include the tariff number **and** the sections or schedule number(s) being revised.

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[1] **NRS 704.069 Commission required to conduct consumer session for certain rate cases; Commission required to conduct general consumer session annually in certain counties.**

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110, inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed $50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

2. In addition to the case-specific consumer sessions required by subsection 1, the Commission shall, during each calendar year, conduct at least one general consumer session in the county with the largest population in this state and at least one general consumer session in the county with the second largest population in this state. At each general consumer session, the Commission shall solicit comments from the public on issues concerning public utilities. Not later than 60 days after each general consumer session, the Commission shall submit the record from the general consumer session to the Legislative Commission.

CERTIFICATE OF SERVICE
252 Telecommunications Service List
Joint Petition between AT&T Nevada and Mpower Communications Corp. d/b/a TPx Communications and U.S. TelePacific Corp. d/b/a TPx Communications Docket No. 26-xxxxx

I hereby certify that I have this day served the foregoing documents upon all parties of record in this proceeding by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Via electronic transmission:

Public Utilities Commission of Nevada
Trisha Osborne, Asst. Commission Secretary
1150 E. William Street
Carson City, NV 89701

I hereby certify that I have this day served the foregoing documents upon other parties by electronic transmission:

Public Utilities Commission of Nevada – Staff Counsel
9075 W. Diablo Dr., Ste. 250
Las Vegas, NV 89148

Ernest Figueroa, Esq.
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701

I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the following persons and the attached list established pursuant to NAC 703.296:

PUCN Assistant Commission Secretary	bpa@puc.nv.gov	Public Utilities Commission	1150 E. William St.	Carson City	NV	89701
PUCN Staff Counsel	pucn.sc@puc.nv.gov	Public Utilities Commission	9075 W. Diablo Dr. Ste. 250	Las Vegas	NV	89148
Ernest Figueroa	bcpserv@ag.nv.gov	Bureau of Consumer Protection	100 North Carson Street	Carson City	NV	89701

I hereby certify the foregoing documents are being made available for inspection at the following website address:

https://clec.att.com/clec/shell.cfm?section=2902

After approval from the Public Utilities Commission of Nevada, the foregoing agreement(s)/amendment(s) will be available in electronic format at:

https://clec.att.com/clec_cms/clec/clec.html#T

Dated at Franklin, Tennessee on this 11th day of September 2026.

Sally Briar

Sally Briar

State of Nevada
Public Utilities Commission

Return to Telecommunications

Notice Service List Under Section 252 of the Telecommunications Act of 1996

Company Name	Address	Contact	City	State	Zip	Phone	E-mail
Storey County	PO Box 176	Alex Tanchek	Virginia City	NV	89440		atanchek@storeycounty.org
Switch	7135 S Decatur Blvd	Alise Porto	Las Vegas	NV	89118		alise@switch.com
Sklar Williams PLLC	410 S Rampart Blvd Ste 350	Ann Pongracz	Las Vegas	NV	89145	(702) 203-5357	apongracz@sklar-law.com
Vote Solar	4111 W Kootenai St	Brad Heusinkveld	Bosie	ID	83705	(208) 340-4423	bheusinkveld@votesolar.org
Brenda Paquette	701 W Irene St	Brenda Paquette	Pahrump	NV	89060	(725) 230-8140	blmartinez2014@gmail.com
TruLeap Technologies	PO Box 89	Brendan Gale	Filer	ID	83328	(208) 326-0114	bgale@truleap.net
JSI	151 Southhall Ln Ste 450	Christina Ward	Maitland	FL	32751	(470) 672-3010	christina.ward@jsitel.com
Fennemore Craig PC	7800 Rancharrah Pwky	Dan Reaser	Reno	NV	89511-7586	(775) 788-2226	dreaser@fennemorelaw.com
Governors Office of Energy	7725 Sheliak St	Dwayne McClinton	N Las Vegas	NV	89084	(702) 833-0649	dwaynemcclintonenergynv@gmail.com
Switch Ltd	7135 S Decatur Blvd	Emily Shaevitz	Las Vegas	NV	89118	(702) 780-9694	eshaevitz@switch.com
Fred Voltz	1600 Broadmoor Cir	Fred Voltz	Boulder City	NV	89005	(725) 204-2015	zebedee_177@yahoo.com
Nevada Bell Telephone/AT&T Services	1375 Capital Blvd Rm 117	Javier Rodriguez	Reno	NV	89502	(775) 750-4381	jr1515@att.com
NV Energy	6226 W Sahara Ave	John Jack Niland	Las Vegas	NV	89146		jack.niland@nvenergy.com
Major Project Solutions LLC	11214 Pheasant Brook St	John Jack Niland - Major Project Solutions	Las Vegas	NV	89183		jack@majorprojectsolutions.com
Parsons Behle & Latimer	50 W Liberty St Ste 750	Justina Caviglia	Reno	NV	89501	(775) 323-1601	jcaviglia@parsonsbehle.com
Spring Creek	401 Fairway	Krissie	Spring	NV	89815	(775) 753-6295	events@springcreeknv.org

Association	Blvd	McCord	Creek				
AT&T	95 W Algonquin Rd	Linda Bock	Arlington Heights	IL	60005	(630) 338-6703	lb8482@att.com
Switch Ltd	7135 S Decatur Blvd	Lynnel Reyes	Las Vegas	NV	89118	(702) 840-9779	lreyes@switch.com
Kaempfer Crowell	1980 Festival Plaza Dr Ste 650	Maddie Gugino	Las Vegas	NV	89135	(702) 497-6546	mgugino@kcnvlaw.com
Tobias Law Office	460 Pennsylvania Ave	Margaret Tobias	San Francisco	CA	94107	(415) 641-7833	marg@tobiaslo.com
Michael Grema	2705 Dune Cove Rd	Michael Grema	Las Vegas	NV	89117	(702) 826-9815	mgrema@gmail.com
Switch	7135 S Decatur Blvd	Rachel Kent	Las Vegas	NV	89118		rkent@switch.com
Leeward Renewable Energy LLC	6688 N Central Expy Ste 500	Travis Curlin	Dallas	TX	75206	(915) 539-7709	travis.curlin@leewardenergy.com

AMENDMENT

BETWEEN

NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T TEXAS

AND

ARRIVAL COMMUNICATIONS, INC., ICG CHOICECOM, LP., MPOWER COMMUNICATIONS CORP, MPOWER COMMUNICATIONS CORP. D/B/A TPX COMMUNICATIONS, U.S. TELEPACIFIC CORP, U.S. TELEPACIFIC CORP. D/B/A TPX COMMUNICATIONS

Signature: eSigned - David Zahn

Name: eSigned - David Zahn
(Print or Type)

Title: Sr. VP Network Ops/Engineering
(Print or Type)

Date: 09 Jun 2026

Arrival Communications, Inc., ICG ChoiceCom, LP., Mpower Communications Corp, Mpower Communications Corp. d/b/a TPx COMMUNICATIONS, U.S. TelePacific Corp, U.S. TelePacific Corp. d/b/a TPX COMMUNICATIONS

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 09 Jun 2026

Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	7669,8892	4553,7453	4553,7453,8322
NEVADA	8892	479H	4652,7567
TEXAS	7088	910H	7087

Description	ACNA Code(s)
ACNA(s)	TFU,NVE,AZC,SHO

AMENDMENT TO THE AGREEMENT BETWEEN ARRIVAL COMMUNICATIONS, INC., ICG CHOICECOM, LP., MPOWER COMMUNICATIONS CORP, MPOWER COMMUNICATIONS CORP. D/B/A TPX COMMUNICATIONS, U.S. TELEPACIFIC CORP, U.S. TELEPACIFIC CORP. D/B/A TPX COMMUNICATIONS AND NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T TEXAS

The Interconnection Agreement by and between Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS (AT&T) and Arrival Communications, Inc., ICG ChoiceCom, LP., Mpower Communications Corp, Mpower Communications Corp. d/b/a TPx COMMUNICATIONS, U.S. TelePacific Corp, U.S. TelePacific Corp. d/b/a TPX COMMUNICATIONS (CLEC), is hereby amended as follows.

This Amendment (the Amendment) amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the as shown in the attached Exhibit A; and

WHEREAS, on July 19, 2024 the FCC released a Report and Order in PS Docket No. 21-479 Facilitating Implementation of Next Generation 911 Services (NG911) and PS Docket No. 18-64 Location-Based Routing for Wireless 911 Calls to address regulations to advance the nationwide transition to Next Generation 9-1-1 (NG 911) (the FCC's NG 911 Order); and

WHEREAS, upon notice from a Public Safety Answering Point (PSAP), AT&T will implement Phase 1 or Phase 2 of the FCC's NG911 Order and begin replacing the affected E911 Selective Routers with NG911 Delivery Point(s) (NG911 DPs); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC's NG 911 Order; 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 Amendment is composed of the above recitals and the terms and conditions attached, all of which are incorporated by this reference and constitute a part of the Agreement. To the extent anything in this Amendment is inconsistent with the terms in the Agreement and prior amendments, the language in this Amendment governs.
2. The Parties agree as follows:
    a. For Agreements with a 911/E911 Attachment – The Parties will replace the 911/E911 Attachment from the Agreement with the following Attachment 911-E911.
    b. For Agreements without a 911/E911 Attachment – The Parties will replace all the terms, conditions pertaining to 911/E911 from the Agreement with the following Attachment 911-E911.
3. The rates for NG911 DP connectivity are posted on CLEC Online and are incorporated by reference. All existing ICA rates remain in full force and effect.
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, 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.
7. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective upon filing by such Commission.

Exhibit A

AT&T ILEC	CLEC Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Arrival Communications, Inc.	Interconnection Agreement	07/12/2002
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Mpower Communications Corp.	Interconnection Agreement	09/06/2001
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	U.S. Telepacific Corp.	Interconnection Agreement	11/25/2000
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale	Mpower Communications Corp. d/b/a TPx Communications	Interconnection Agreement	10/03/2007
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale	U.S. TelePacific Corp. d/b/a TPx Communications	Interconnection Agreement	10/01/2007
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	ICG Choicecom LP.	Interconnection Agreement	08/29/2005

ATTACHMENT – 911-E911

TABLE OF CONTENTS

Section		Page Number
1.0	INTRODUCTION	3
2.0	DEFINITIONS	3
3.0	AT&T-21STATE RESPONSIBILITIES	5
4.0	CLEC RESPONSIBILITIES	5
5.0	911 SURCHARGE REMITTANCE TO PSAP	8
6.0	METHODS AND PRACTICES	9
7.0	CONTINGENCY	9
8.0	BASIS OF COMPENSATION	9

1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide CLEC access to AT&T-21STATE's E911 Database, and where AT&T-21STATE is the designated 911 System Service Provider, how CLEC will connect to the 911 System and how AT&T-21STATE will provide 911 Call completion from the AT&T-21STATE E911 Selective Router (E911 SR) or NG911 Delivery Point(s) (NG911 DP(s)) to a Public Safety Answering Point (PSAP).

1.2 AT&T-21STATE will only provide 911/E911 service where a PSAP is an AT&T-21STATE E911 Customer.

1.3 The FCC Phase 1 Basic SIP Implementation Order applies to connections when a 911 Authority is IP capable. AT&T-21STATE will provide Notice to CLEC that it will be replacing an E911 SR with NG911 DP(s), and CLEC will initiate a migration project to connect to the NG911 DP(s) in internet protocol format. Once CLEC is delivering its originating service provider 911 traffic to the NG911 DP(s), CLEC will refer to the AT&T-21STATE CLEC Online website (CLEC Online) for process information and request a project for disconnecting its 911 trunks from AT&T-21STATE's E911 SR.

2.0 Definitions

2.1 911 means a service that uses a universal telephone number to provide the public with access to a PSAP and includes Basic 911, i.e., only provides dispatcher response, and Enhanced 911 (E911), i.e., provides dispatcher response and uses an E911 Database to provide a visual display of the telephone number, name associated with telephone number, and location information associated with the telephone number.

2.2 911 Authority, as defined in FCC § 9.28, means a state, territorial, regional, Tribal, or local governmental entity that operates or oversees a communications network for the receipt of 911 traffic at NG911 DP(s) and for the transmission of such traffic from that point to PSAPs.

2.3 911 Call is a generic term referring to any request for public safety assistance, regardless of the media used to make that request. This term may appear in conjunction with specific media, such as "voice Call," "video Call," "text Call," or "data-only Call" when the specific media is of importance.

2.4 911 System means the network, database, and customer premises equipment (CPE) components to provide 911 service.

2.5 911 System Service Provider (911 SSP) means an entity that provides systems and support necessary to enable 9-1-1 calling for one or more Public Safety Answering Points (PSAPs) in a specific geographic area. A 911 SSP may provide the systems and support for either E911 or NG911.

2.6 911/E911 Trunk means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a 911 Call originating from CLEC's End User to the 911/E911 System.

2.7 Aggregator means an entity that provides a niche service to CLECs that segregate or collect 911 segregated traffic from CLECs. It then processes and transmits the traffic toward the appropriate AT&T-21STATE Selective Router(s) or NG 911 Delivery Points.

2.8 Automatic Location Identification (ALI) means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary Emergency Services information of the location from which a call originates.

2.9 Automatic Number Identification (ANI) means the telephone number associated with the access line from which a 911 Call originates.

2.10 Call Routing means the function of delivering the 911 Call to the appropriate PSAP.

2.11 Concurrent Call Session(s) (CCS) refers to a situation where multiple calls or sessions are active simultaneously.

2.12 Database Management System (DBMS) means a system of manual procedures and computer programs used to create, store, and update the data required to provide 911 Call Routing and ALI for 911 Systems.

2.13 E911 Customer means a 911 Authority or PSAP that purchases E911 or NG 911 service from the designated 911 System Service Provider.

2.14 E911 Database means a database which contains relevant 911 records for applicable PSAPs.

2.15 E911 Selective Router (E911 SR) means the node in the 911 System that performs enhanced Call Routing for 911 Calls.

2.16 Emergency Service IP Network (ESInet) is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG911 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national, and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network.

2.17 Emergency Service Number (ESN) means a 3 to 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 911 Call Routing and transfer, if required, to the appropriate PSAP to dispatch the proper Emergency Services agency(ies).

2.18 Emergency Services means ambulance, fire, medical, police, and rescue services.

2.19 End User(s) means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.20 Ethernet Circuit means a high-speed dedicated connection that uses ethernet technology to transmit data, typically ranging from 1 Mbps to 10 Gbps, over various media.

2.21 FCC Phase 1 Basic SIP Implementation Order: FCC Order 24-78A1. CLECs must (i) deliver all 911 traffic bound for the relevant PSAPs in the IP-based Session Initiation Protocol (SIP) format requested by the 911 Authority, (ii) obtain and deliver 911 traffic to enable the ESInet and other NG911 network facilities to transmit all 911 traffic to the destination PSAP, (iii) deliver all such 911 traffic to one or more in-state NG911 DP(s) designated by the 911 Authority, and (iv) complete connectivity testing to confirm that the 911 Authority receives 911 traffic in the IP-based SIP format requested by the 911 Authority. CLECs are not required to originate 911 traffic in an IP format and therefore may use a legacy TDM-to-IP gateway (LNG) to achieve compliance with these Phase 1 requirements.

2.22 FCC Phase 2 i3 Implementation Order: FCC Order 24-78A1. CLECs must deliver all 911 traffic bound for the relevant PSAPs to NG911 DP(s) designated by the 911 Authority in an IP-based SIP format that complies with NG911 commonly accepted standards identified by the 911 Authority, including having location information embedded in the call signaling using Presence Information Data Format – Location Object (PIDF-LO) or its functional equivalent. CLECs must also install and put into operation all equipment, software applications, and other infrastructure necessary to use a Location Information Server (LIS) or its functional equivalent for the verification of its customer location information and records, or else to acquire such services. In addition, CLECs must complete connectivity testing to confirm that the 911 Authority receives 911 traffic in the IP-based SIP format that complies with the identified NG911 commonly accepted standards.

2.23 Master Street Address Guide (MSAG) is 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 911 calls.

2.24 National Emergency Number Association (NENA) is a not-for-profit corporation established in 1982 that educates, sets standards, provides certification programs, legislative representation, and technical assistance for implementing and managing 911 systems.

2.25 NG911 Delivery Point(s) (NG911 DP(s)), as defined in FCC § 9.28, means a geographic location, facility, or demarcation point designated by a 911 Authority where an originating service provider shall transmit and deliver 911 traffic in an IP format to ESInets or other NG911 network facilities. The NG911 DP(s) may also be referred to as an NG911 Delivery Point (NG911 DP).

2.26 NG911 Transport Facility(ies) is a digital circuit that connects switches and/or networks together.

2.27 Pseudo Automatic Number Identification (pANI) means a 10 digit number used to support routing of wireless and Voice over Internet Protocol (VoIP) 911 Calls.

2.28 Public Safety Answering Point (PSAP) means a physical or virtual entity where 911 calls are delivered by the 911 SSP. A 911 Authority 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.

2.29 Selective Routing (SR) means a process by which 911 calls/messages are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI database record (in Legacy 911 systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG911 Service) or whatever forms are developed as 911 continues to evolve.

3.0 AT&T-21STATE Responsibilities

3.1 AT&T-21STATE will provide CLEC access to the 911 System as described in this Attachment.

3.2 **Call Routing:**

3.2.1 AT&T-21STATE will route 911 Calls from the E911 SR or NG911 DP(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-21STATE will forward the ANI for the calling party number it receives from CLEC and the associated ALI to the PSAP for display. If CLEC does not forward the ANI, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If CLEC forwards the ANI, but there is no ALI record in the E911 DBMS, AT&T-21STATE will report the "No Record Found" condition to CLEC in accordance with NENA standards.

3.2.3 When CLEC is ready for FCC Phase 2 i3 implementation, the Parties will migrate to FCC Phase 2 i3 implementation and replace the process outlined in Section 3.2.2, which will incorporate a LIS.

3.3 **Facilities and Trunking:**

3.3.1 AT&T-21STATE will provide and maintain sufficient dedicated 911/E911 Trunks from an E911 SR or sufficient bandwidth from an NG911 DP(s), as applicable, to the PSAP, according to its tariffs and documented specifications of the E911 Customer.

3.4 **Database:**

3.4.1 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE will:

3.4.1.1 provide CLEC access to the E911 Database to store CLEC End User 911 records (i.e., the name, address and associated telephone number(s) for CLEC's End Users).

3.4.1.2 coordinate access to the AT&T-21STATE DBMS for the initial loading and updating of CLEC End User 911 records.

3.4.1.3 manage the E911 Database, and accept electronically transmitted files in accordance with NENA standards. Manual (i.e., facsimile) entry will be utilized only when the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 **Call Routing:**

4.1.1 CLEC will deliver End User 911 Calls with ANI and ALI to the appropriate E911 SR or NG911 DP(s).

4.1.2 CLEC is responsible for the delivery of its End User's ANI information to the E911 SR.

4.1.3 CLEC will deliver its 911 Calls to the E911 SR in a manner that does not commingle 911 Calls that do not use the same ANI technology. For example, if CLEC has 911 Calls that route based on ANI, CLEC will not commingle such 911 Calls with 911 Calls that route based on pANI and vice versa. CLEC's failure to segregate its 911 Calls as stated here may adversely affect AT&T-21STATE's ability to i) deliver a 911 Call to the correct PSAP, and ii) apply the correct traffic controls.

4.2 **Facilities and Trunking (for facility based CLECs):**

4.2.1 CLEC will follow the ordering criteria and guidelines for access to the E911 SR or NG911 DP(s), located on CLEC Online and incorporated here by reference.

4.2.2 CLEC is responsible for procuring Transport Facilities to connect to the E911 SR (e.g., T1, T3) or NG911 DP(s) (e.g., Ethernet Circuit), whether directly or indirectly.

4.2.3 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs or NG911 DP(s), and CLEC is responsible for the Transport Facilities to route 911 Calls from its End Users to the proper E911 SR or NG911 DP(s).

4.2.4 Except as provided in Section 4.3 below for an alternative E911 network connection arrangement, CLEC or its agent will order and maintain a minimum of 2 dedicated one-way 911/E911 Trunk(s) from CLEC's switch to each E911 SR. CLEC will use SS7 signaling, for its 911/E911 Trunks to the E911 SRs. CLEC will order 2 one-way NG911 Transport Facilities to diverse NG911 DP(s) (e.g., Ethernet Circuit). If the FCC changes the rule and requires diversity into the NG911 DP(s), CLEC agrees it will comply with the new requirements.

4.2.5 CLEC will order and maintain sufficient facilities or NG911 Transport Facilities and capacity to route CLEC's originating 911 Calls to the designated E911 SR or NG911 D(s) (i.e., 911/E911 Trunks to the E911 SR and Concurrent Call Sessions to the NG911 DP(s)).

4.2.6 CLEC will engineer its 911/E911 Trunks to an E911 SR 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 other minimum grade of service as required by Applicable Law. CLEC is responsible for using standard industry practices to calculate the desired number of Concurrent Call Sessions.

4.2.7 AT&T-21STATE strongly recommends CLEC obtains Telecommunications Service Priority (TSP) codes for priority restoral.

4.2.8 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on its side of the point of interconnection to the E911 SR or NG911 DP(s). CLEC is responsible for advising AT&T-21STATE of the 911/E911 Trunk identification and that the trunks are dedicated for 911 Calls when notifying AT&T-21STATE of a failure or outage. The Parties will work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to CLEC if no defect is found in AT&T-21STATE's 911 network. The Parties will manage 911 network problem resolution expeditiously. CLEC is responsible for working with its IP transport provider to resolve any technical issues, connectivity and operation of the circuits.

4.2.9 CLEC will not turn up live traffic until both Parties have completed testing of 911/E911 Trunks. CLEC will comply with any Commission directives regarding 911 Transport Facility and/or 911/E911 trunking requirements.

4.2.10 CLEC is responsible for ensuring the deployment of 2 or more separate 911/E911 facilities to an E911 SR, e.g., T1,T3, or to NG911 DP(s), e.g., ethernet, (Diverse Facilities), where required by the FCC, Commission or E911 Customer regardless of whether CLEC connects directly to the E911 SR or NG911 DP(s) or through an alternative 911 network arrangement. Regardless of whether it is required, AT&T-21STATE recommends CLEC maintain Diverse Facilities.

4.2.11 CLEC is responsible for ordering separate 911/E911 Trunks from AT&T-21STATE 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 System does not have the appropriate technology available, CLEC will order and transmit 911 Calls over a separate SS7 trunk group for each NPA in the local Exchange Area or LATA.

4.2.12 If AT&T-21STATE is displaced as the designated 911 SSP or if the CLEC is migrating to an IP connection:

4.2.12.1 CLEC is responsible for informing AT&T-21STATE within 30 days of migrating its 911 traffic to the NG911 DP(s).

4.2.12.2 CLEC is responsible for performing the appropriate network analysis and issuing orders to disconnect from the AT&T-21STATE E911 SR within 90 days of migrating to the NG911 DP(s).

4.2.12.3 CLEC has 90 days to submit a valid order to disconnect the trunks or as mutually otherwise agreed to by the Parties. Absent such disconnection or agreement, then AT&T-21STATE will "busy out" the trunks.

4.2.12.4 AT&T-21STATE will continue to charge and CLEC will continue to pay until CLEC's disconnect order is completed.

4.3 **Alternative E911 Network connection arrangement for connection to AT&T-21STATE SR(s):**

4.3.1 Provided CLEC is connecting indirectly for 911 utilizing a Third Party connection, it may forgo: (1) requirements to directly connect CLEC's switch to each E911 SR that serves the Exchange Areas in which CLEC is authorized to provide Telephone Exchange Service; and (2) the minimum of 2 one-way outgoing 911/E911 Trunks addressed above by complying with one of the 3 requirements described in Sections 4.3.1.1, 4.3.1.2, 4.3.1.3 and 4.3.1.4.

4.3.1.1 CLEC orders 1 911/E911 Trunk from AT&T-21STATE and CLEC will maintain a minimum of 1 one-way outgoing E911 Trunk dedicated for CLEC's originating 911 Calls for each primary PSAP or default ESN to directly connect CLEC's switch to each appropriate E911 SR . In addition, CLEC will install all additional necessary 911/E911 Trunk(s) consistent with capacity requirements in the Agreement. For this alternative, E911 network connection arrangement, CLEC will use SS7 signaling for 911/E911 Trunks to an E911 SR and is responsible for delivering CLEC's originating 911 Calls to each default PSAP or default ESN. This alternative E911 network connection arrangement is not available in Texas due to PUC Subst. Rs. 26.272(e)(1)(B)(vi) and 26.433(i).

4.3.1.2 For all states except Texas, CLEC must use the attached Exhibit 911 Administrative Agency Approval Form to obtain authorization from each PSAP affected by an alternative E911 network connection arrangement that clarifies: (1) CLEC is responsible for delivering its originating 911 Calls for each default PSAP or default ESN utilizing a network connection arrangement as specified in such authorization; (2) whether CLEC will commingle 911 Calls before delivery to an E911 SR; and (3) each PSAP affected by such alternative E911 network connection arrangement permits such alternative E911 network connection arrangement by executing the authorization document.

4.3.1.3 CLEC obtains global authorization from the applicable Commission authorizing CLEC to use the alternative E911 network connection arrangement with all PSAPs within the Commission's jurisdiction.

4.3.1.3.1 For Texas, CLEC will follow the process in PUC Subst. Rs. 26.272(e)(1)(B)(vi) and 26.433(i).

4.3.1.3.2 If another state permits an alternative E911 network connection arrangement via a Commission Order, CLEC will follow the process documented in that Order and applicable statutes.

4.3.1.3.4 CLEC will provide a copy of the PSAP's authorization to AT&T-21STATE for further handling consistent with such PSAP authorization.

4.3.1.4 CLEC may elect not to establish any 911/E911 Trunks or Transport Facilities to directly connect its network to the E911 SRs.

4.4 When CLEC elects to use an alternative network connection arrangement as provided in Sections 4.3.1.1, 4.3.1.2, 4.3.1.3 and 4.3.1.4, CLEC will make commercially reasonable efforts to deliver its 911 Calls to the AT&T-21STATE E911 SR such that it does not commingle 911 Calls that use ANI and pANI.

4.5 In addition to CLEC's obligations in the General Terms and Conditions of this Agreement, CLEC agrees to indemnify, defend (including the payment of all attorneys' fees, costs, and expenses) and hold harmless (to the full extent of any

judgment or settlement entered against AT&T-21 STATE) AT&T-21STATE, its officers, managers, employees, and agents, from any Loss, (including but not limited to any claims for personal injuries and/or death) of any Third Party, arising from: (a) the use of an alternative network connection arrangement as provided in Section 4.3; or (b) the delivery of commingled traffic (as described in Section 4.4 of this Attachment) to an E911 SR or NG911 DP(s). CLEC's obligations herein, however, only apply to the extent that such claims or causes of action are not caused by AT&T-21STATE's failure to deliver CLEC's 911 Call to the correct PSAP after CLEC's 911 Call has left the E911 SR or NG911 DP(s) or by AT&T-21STATE's gross negligence or willful misconduct.

4.6 **Appointment of An Aggregator to connect to NG911 DP(s):**

4.6.1 If CLEC appoints an Aggregator to connect to the NG911 DP(s), on behalf of its chosen Aggregator, CLEC hereby acknowledges that Aggregator understands its connection and network obligations as found on CLEC Online and will direct the Aggregator to contact AT&T-21STATE to establish network connectivity (inclusive of signaling protocols, the number of trunks, DACS location, etc.).

4.6.2 CLEC is responsible for ensuring its Aggregator provides to AT&T-21STATE all documentation required on CLEC Online including the associated PSAPs for which it transports 911 Calls that will be delivered to an AT&T-21STATE 911 Customer. The Aggregator must update this list within 30 days of implementing any changes to the ingress 911 traffic being delivered to the NG911 DP(s).

4.7 **Database:**

4.7.1 CLEC or its representative(s) is responsible for digitally providing End User 911 records and updating its 911 records in the E911 Database.

4.7.2 Once the 911 connection between CLEC and an E911 SR(s) or NG911 DP(s) is established and tested, CLEC or its representatives will provide CLEC's End User 911 records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.

4.7.3 CLEC or its agent will 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.

4.7.4 CLEC will use a Company/NENA ID, i.e., a company identifier that allows 911 centers to quickly identify the telephone company or access infrastructure provider responsible for a particular telephone number, 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.

4.7.5 CLEC is responsible for providing AT&T-21STATE updates to the E911 Database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of its data to the AT&T-21STATE 911 DBMS.

4.7.6 If CLEC's service is in a split wire center, then CLEC will continue to administer 911 records in both E911 Databases.

4.7.7 When AT&T-21STATE is no longer the database provider, CLEC is responsible for migrating its End User ALI records to the new database provider. Once the database migration is complete, CLEC is responsible for removing its End User ALI records from the AT&T-21STATE E911 Database.

5.0 911 Surcharge Remittance to PSAP

5.1 **For facility based CLECs:**

5.1.1 CLEC is 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 collecting such fees and surcharges. AT&T-21STATE is not responsible for collecting or remitting applicable 911 surcharges or fees to municipalities or government entities where such surcharges or fees are assessed by the municipality or government entity, and

5.1.2 CLEC is responsible for providing the 911 Customer detailed monthly listings of the number of its facilities-based access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2 For resold lines, AT&T-21STATE serves as a clearinghouse between Reseller CLECs and PSAPs except where state law requires Reseller CLECs to collect and remit directly to the appropriate 911 Authority.

5.2.1 AT&T-12STATE will include Reseller information when providing 911 Customer with detailed monthly listings of the 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 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer with 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 breakout of Reseller information, AT&T SOUTHEAST REGION 9-STATE will include this information upon request of the 911 Customer.

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply with (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any governmental authority, (iii) the terms and conditions of AT&T-21STATE's tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

7.1 The 911 System as provided herein is for the use of the E911 Customer, which has authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and CLEC.

7.1.1 For TDM connections in AT&T TEXAS only:

7.1.1.1 The Parties will document the CLEC Serving Area Description and E911 Connection Details using the CTU Warrant of Unnecessary Dedicated 911 Trunks form. CLEC will complete its portion of the form and submit it to AT&T TEXAS no later than 45 Business Days before it will send 911 Calls over the 911/E911 Trunks. AT&T TEXAS will complete its portion of the form and return it to CLEC no later than 15 Business Days after CLEC provides its completed portion to AT&T TEXAS.

7.1.1.2 CLEC must obtain documentation of the approval of the completed from the appropriate E911 Customer(s) with jurisdiction in the area(s) in which CLEC's End Users are located. CLEC will provide documentation of all requisite approval(s) to AT&T TEXAS before it sends 911 Calls to an AT&T TEXAS E911 SR.

7.1.1.3 Each Party will designate a representative with authority to complete additional forms to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911/E911 Trunks. CLEC must obtain approval of each additional form, as set forth above, and will furnish documentation of all requisite approval(s) of each additional form in accordance with Section 7.1.1.

8.0 Basis of Compensation

8.1 For the TDM arrangement, rates for access to E911 Database, connectivity and Call Routing of 911 Call completion to a PSAP are set forth in the Pricing Sheet or applicable AT&T-21STATE Commission-approved access tariff. Charges for E911 Service will begin once the 911 trunks are installed, successfully tested between CLEC's network and AT&T-21STATE E911 SR(s) and accepted by the CLEC.

8.2 For the IP Capable PSAP arrangement, rates for NG911 DP(s) connectivity are set forth in the Pricing Sheet(s) on CLEC Online. Pursuant to the FCC Order, Appendix A Final Rules, § 9.33(a) (1), OSPs will be required to pay a charge for the ingress of 911 Calls into the NG911 DP(s). These charges will include a NG911 IP Port Access Charge(s), Concurrent Call Sessions, and NG911 DP(s) FCC Phase 1 Basic SIP Implementation Charge(s).

9-1-1 Administrative Agency Approval
For 9-1-1 Network Service Arrangement

9-1-1 Administrative Agency:
Carrier:
☐ Midwest Region ☐ Southeast Region ☐ Southwest Region ☐ West Region Hereinafter referred to as AT&T ILEC

Carrier represents to the above 9-1-1 Administrative Agency:

☐	Carrier has an established 9-1-1 network service arrangement where Carrier's network is connected directly to the AT&T ILEC's 9-1-1 network for the purposes of delivering Carrier's end user's 9-1-1 calls. In addition, Carrier currently uses 9-1-1 trunks leased from the AT&T ILEC. After cooperative testing of these 9-1-1 trunks, Carrier began passing live traffic of its end user to the AT&T ILEC.
☐	Carrier has not established a 9-1-1 network service arrangement connecting Carrier's network to the AT&T ILEC's 9-1-1 network for purposes of delivering Carrier's end user's 9-1-1 calls. To date, Carrier has not begun passing live traffic of its end users.

Carrier now represents to the 9-1-1 Administrative Agency that Carrier seeks to use an entity other than the AT&T ILEC to establish a 9-1-1 network service arrangement where Carrier's network would not connect directly to the AT&T ILEC's 9-1-1 network, and further, Carrier would not use 9-1-1 trunks leased from the AT&T ILEC. Specifically, Carrier proposes a network service arrangement where Carrier would connect its network to a third-party entity to deliver Carrier's end user's 9-1-1 calls to the AT&T ILEC's 9-1-1 network.

If the above 9-1-1 Administrative Agency approves this proposed network service arrangement, Carrier would:

☐	disconnect any established 9-1-1 trunks leased from the AT&T ILEC
☐	establish a network service arrangement where Carrier would connect its network to a third-party entity for such third-party entity to deliver Carrier's end user's 9-1-1 calls to the AT&T ILEC's 9-1-1 network.

As Carrier agrees, on an ongoing basis the level of 9-1-1 service Carrier provides to its end users will not be degraded by the network service arrangement proposed here, and Carrier will promptly initiate appropriate corrective action to address any issues identified to maintain such standard of service as may be identified, the above 9-1-1 Administrative Agency provides its approval for the proposed network service arrangement Carrier proposes as more specifically addressed here.

Approval noted below does not alter any requirements for Carrier to fully test such proposed 9-1-1 network service arrangements with such entity other than the AT&T ILEC prior to transmitting live end user traffic.

Any additional conditions placed upon Carrier by 9-1-1 Administrative Agency are noted here:

Signature: _____

Name:

Title:

Date:

9-1-1 Administrative Agency's approval of Carrier's 9-1-1 network service arrangement is and should be considered:

☐	Approval of Carrier's proposed 9-1-1 network service arrangement;
☐	Conditioned on the representation by Carrier that 9-1-1 testing of Carrier's proposed 9-1-1 network service arrangement will be successfully completed prior to handling live end user traffic.