

## **Customer Resource: 9-1-1 Emergency Calls Using Zayo's VoIP Based Services**

### **DEFINITIONS**

**“Fixed Native VoIP Service”** as defined in CRTC Decision 2005-21, is VoIP service used from a fixed address with a telephone number that is native to one of the exchanges within the customer's PSAP serving area.

**“Fixed Non-Native VoIP Service”** as defined in CRTC Decision 2005-21, is VoIP service used from a fixed address with a telephone number that is not native to one of the exchanges within the customer's PSAP serving area.

**“Nomadic VoIP Service”** as defined in CRTC Decision 2005-21, is VoIP service used on a nomadic basis, where the customer does not necessarily make calls from a fixed address.

### **VOIP 911 SERVICE**

By signing the SIP Trunking Service Schedule, Zayo declares its intent to use the SIP Trunking Service to provide local VoIP telephone service to the End Users, provisioned in a manner that cannot guarantee that the service point address is in the exchange native to its telephone number, Pursuant to telecom decision CRTC 2005-21, this type of telephone service is classified as a Nomadic or Fixed Non-Native VoIP service due to its packet-switched, connectionless architecture. Zayo shall therefore provide the End User with access to Basic 9-1-1 Emergency Services in accordance with this regulation, so long as it shall remain in effect. Zayo will continue to follow industry regulations, guidance and best practices for the proper handling and treatment of 9-1-1 for Nomadic and Fixed Non-Native VoIP Services as they evolve and are adopted by the industry.

Basic 9-1-1 service has certain limitations relative to the enhanced 9-1-1 service that is available on most traditional telephone service. These limitations apply to Zayo's VoIP based services such as SIP Trunking and VoIP Access as well.

All 9-1-1 emergency calls that are made using Zayo's VoIP services will be routed to a trained emergency services operator. If you are using Zayo's VoIP services to make a 9-1-1 emergency call, you must verbally provide the operator with your location, so that the operator can route

the call to the appropriate local 9-1-1 response centre serving the geographical area where the caller is located.

This is necessary due to the manner in which most VoIP services operate. Unless your SIP Trunking service is configured for direct enhanced 9-1-1 access (certain limitations apply) your 9-1-1 emergency call will not automatically be routed to a 9-1-1 dispatch centre, nor will your location information and phone number automatically be delivered to the 9-1-1 operator.

You should be aware that 9-1-1 emergency calls that are made using Zayo's VoIP services may take longer to be connected to the correct 9-1-1 response centre than calls made using a traditional wire line telephone. As well, the operation of Zayo's VoIP services are subject to the availability of your network, which may be affected by power outages or other interruptions which may impact your ability to place calls regardless of whether your system is configured for Basic or Enhanced 9-1-1. If you make a remote VoIP based 9-1-1 emergency call (i.e. a call made from outside your local area network) from outside Canada or from a location within Canada that is not served by 9-1-1, the operator will not be able to complete this 9-1-1 emergency call.

For these reasons, it is advisable to use a traditional wire line telephone for 9-1-1 emergency calls whenever possible.

You also should be aware that it is the obligation of the subscriber to Zayo's VoIP services to inform all users and potential users of these services about the nature and limitations of these services for the purpose of 9-1-1 emergency calls, as described above.

Zayo will not be responsible or liable for any damages, costs, claims, losses or expenses (including, without limitation, any indirect, special, consequential, incidental, economic or punitive damages) that arise from, or are due to, any omissions, interruptions, delays, errors or defects in transmission of any 9-1-1 emergency call that is made using Zayo's VoIP services.

### **ENHANCED 911 SERVICE**

Enhanced 9-1-1 service makes use of Calling Party Numbers (CPN) for identification of the calling party address. Pursuant to Telecom Order 2000-1048 (follow-up to Order CRTC 2000-500 - Provision of End-Customer Information), the Customer is required to provide Zayo, as

its Local Exchange Carrier, with End-User 9-1-1 Information for each in-service CPN so that Zayo can submit this information into the 9-1-1 database in Zayo 9-1-1 Service areas. The Customer agrees that it shall provide any changes to such End-User information within 24 hours of the change.

The Customer agrees that CPNs may not be used as Foreign Exchange (F/X) lines. Restrictions built into 9-1-1 databases preclude registration of service point addresses that fall outside of a CPN's native telephone exchange. The Customer acknowledges that Zayo is therefore unable to provide the Customer with access to 9-1-1 Service on Foreign Exchange (F/X) lines. The Customer agrees that Zayo will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating to, the Customer's lack of access to 911 Service, and hereby indemnifies and holds harmless Zayo for any liabilities, claims, damages, losses and expenses, including all legal fees which it may suffer or incur, due to, arising from or to the extent contributed by the Customer's decision or failure to abide by this restriction.

Access to CPNs and E9-1-1 service is only available within a subset of Zayo SIP local exchanges. Only Basic 9-1-1 service is available in all other exchanges. The Customer's private switch shall send the Zayo local switch ("Switch") the correct CPN in 10-digit format. In the event that the Switch does not receive a Calling Party Number (CPN) from the Customer or if the CPN is invalid and does not pass screening, the call will be routed to Basic 9-1-1 Service.

Zayo shall route 9-1-1 dialed calls to an Emergency Services Call Centre Operator, along with the caller's telephone number and a special indicator flag that denotes to the Emergency Services Call Centre Operator that the call is coming from a Nomadic or Fixed Non-Native VoIP Service. The Emergency Services Operator will ask the caller for their current location information (province and city), and then direct the call to the appropriate ILEC Operator using Zero-Dialed Emergency Call Routing Service (0-ECRS). The ILEC Operator will then route the call to the correct PSAP servicing the geographic area that the caller is in. The Emergency Services Operator at the local PSAP will then speak to the 9-1-1 caller to determine the nature of the emergency, and gather the pertinent details necessary to appropriately dispatch the required (police, fire, ambulance) services to respond to the call. This arrangement fully complies with obligations established for Local Exchange Carriers offering Nomadic or Fixed Non-Native VoIP Services as directed under telecom decisions CRTC 2005-21 (Emergency

service obligations for local VoIP service providers), and CRTC 2007-44 (Routing of Nomadic VoIP 9-1-1 calls to public safety answering points).

The Customer acknowledges that this is a connectionless service, meaning that end-to-end connectivity between the Zayo switch and the End User's service point consists of a packet switched IP connection which may operate over the public Internet, and is therefore subject to interruption beyond either of Zayo or the End User's reasonable control. The End User therefore acknowledges that if the VoIP service becomes interrupted, that 9-1-1 Service will also be interrupted. The Customer understands that it has obligations as identified in section 9 to inform the End Users of these limitations and to obtain their acknowledgment in writing as an agent and on behalf of Zayo.

Zayo makes no warranties, representations or guarantees to the Customer or the End User with respect to 9-1-1 Service availability. The Customer (acting on behalf of the End User) and Zayo shall restore service as quickly as possible and on a priority basis should there be any interruption, delay, mistake or defect in transmission of the Service in either the End User or Zayo's network or facilities.

The End User shall be responsible for providing up to date name address and telephone information for each of their users in 9-1-1 Service areas to the Customer. The Customer is responsible for providing the End User's address information to Zayo to address demands from emergency services authorities whenever required by such authorities. Zayo shall not be responsible to maintain up to date address information for the Customer or End User.

The End User's private switch shall send the Zayo local switch ("Switch") the correct calling party number in 10-digit format.

The Customer shall designate the Billing Telephone Number (BTN) as the default number with the service point address of the circuit as the central location for each trunk group. This default number is sent by the Zayo Switch to the public service answering point ("PSAP") in the event that the Switch does not receive a calling party number from the End User or if the calling party number is invalid and does not pass screening.

The Customer and the End User agree and acknowledge that 9-1-1 Service is not available in all areas where VoIP Service is available.

## **END USER NOTIFICATION**

VoIP based local telephone service will be provided to individual End Users by Zayo. The Customer shall provide Zayo all reasonably required End User information to allow Zayo to fulfil its obligations.

Local VoIP service has 9-1-1 service limitations that may impact its use in emergency situations. As a result, the CRTC requires that VoIP service providers allow potential customers to make an informed choice when opting for local VoIP services. The CRTC requires local VoIP service providers to provide initial customer notification, regarding any limitations that may exist with respect to 9-1-1 service, before service commencement, and on an annual basis during service provision. Local VoIP service providers are also required to obtain express customer consent to the VoIP 9-1-1 service limitations prior to service commencement.

Customer will be responsible to act on Zayo's behalf to provide the necessary notifications to those of its End Users who purchase Regulated Services regarding VoIP service limitations when using the SIP Trunking Services to make a 9-1-1 emergency call. Specifically, Customer will:

- (a) Have each End User sign the End User Terms attached in Attachment 1 to acknowledge their understanding of, and consent to, the 9-1-1 emergency calling limitations set out therein;
- (b) On an annual basis, provide the notification set out in Attachment 1 to each End User purchasing the Regulated Services as a reminder of the VoIP service limitations associated with making 9-1-1 emergency calls using the SIP Trunking Services. Zayo will notify Customer of any regulatory changes impacting the frequency and/or the content of such notification requirements. Zayo will make reasonable best efforts to remind Customer of this annual requirement, it being agreed in no event will Zayo be responsible for failure to notify End Users. This notification can be made by email, bill insert, or any other written format as Customer deems reasonably sufficient.