

HAWAIIAN TELCOM, INC.
Alan Oshima, Senior Vice President and General Counsel
1177 Bishop Street; MC: A-17
Honolulu, Hawaii 96813

P.U.C. Tariff 20
Section 10
Original Contents Sheet 1

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LOCAL EXCHANGE INTRASTATE TARIFF

SECTION 10 WIRELESS 9-1-1 EMERGENCY TELEPHONE SERVICE

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SECTION 10 WIRELESS 9-1-1 EMERGENCY TELEPHONE SERVICE

10.1 APPLICATION

This tariff contains the definitions, regulations, and rates applicable to Wireless 9-1-1 Emergency Telephone Service furnished by Hawaiian Telcom, Inc. Company Incorporated, hereinafter referred to as the Telephone Company, within the State of Hawaii, where conditions and facilities permit.

10.2 DEFINITIONS

In addition to the definitions in this Section, the Definitions listed in Section 1 also apply.

Call Associated Signaling (CAS) - See Phase I CAS

Call Back Number (CBN) - CBN is a generic term for the telephone number delivered to the 9-1-1 network by the wireless carrier in the calling party number field. It may be, but is not limited to, the MDN, the MIN, or a CBN associated with the mobile handset.

Caller - An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as an end user.

Call Transfer - The capability to redirect a call to another party.

CAS Hybrid - See Phase II NCAS.

Centralized Automatic Location Identification (CALI) - A remote centralized ALI database platform consisting of two host computers, one being the primary system responding to the PSAP, and the other being the secondary system.

Emergency Service Number (ESN) / Emergency Service Zone (ESZ) - An ESN is 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, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

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10.2 DEFINITIONS, (Cont'd.)

Emergency Service Routing Digits (ESRD) - A pseudo ANI typically used with Call Associated Signaling (CAS) or CAS Hybrid architectures that identify the cell site or cell sector from which a wireless 9-1-1 call originates. The ESRD may also be used to retrieve the ALI associated with the wireless call.

Emergency Service Routing Key (ESRK) - A pseudo ANI typically used with Non-Call Associated Signaling (NCAS) which identifies a group of cell sites or cell sectors in a defined geographic area associated with an ESZ or group of ESZs. The ESRK may also be used to retrieve the ALI associated with the wireless call.

J-Std-034 - A standard jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunications Industry Solutions (ATIS), to provide the changes necessary to various existing standards to accommodate the Phase I requirements. This standard identifies the interconnection between the Mobil Switching Center (MSC) and the 9-1-1 Selective Router/switch.

J-Std-036 - A standard, jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunication Industry Solutions (ATIS), that defines standards for 9-1-1 service relating to wireless E9-1-1 implementation.

Mobile Directory Number (MDN) - The telephone number dialed to reach a wireless telephone.

Mobile Identification Number (MIN) - A 34-bit binary number that a wireless handset transmits to identify itself to the wireless network.

Mobile Position Center (MPC) - The interface between the wireless network and the wireless location network. The MPC retrieves, forwards, stores, and controls position data within the location network. The MPC is not provided by, and is not the responsibility of, the Company.

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10.2 DEFINITIONS, (Cont'd.)

Mobile Switching Center (MSC) - The wireless equivalent of a central office, which provides switching functions for wireless calls. The MSC is not provided by the Company and is not the responsibility of the Company.

National Emergency Number Association (NENA) - The National Emergency Number Association is a not-for-profit corporation established in 1982. 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 9-1-1 systems.

Phase I 9-1-1 - The service by which the WSP delivers information to the designated PSAP. This information includes the wireless end user's call back number and cell site/sector information when a wireless end user makes a 9-1-1 call, as contracted by the Customer. Phase I wireless standards are outlined in J-Std-034 per CC Docket No. 94-102.

Phase I Call Associated Signaling (CAS) - A method of delivering the CBN (may not be a true call back number) and ESRD of the cell site/sector from which the wireless call originated. These 20 digits are delivered from the wireless carrier's Mobile Switching Center to the 9-1-1 Selective Router using SS7 or ISDN PRI signaling protocol. From the 9-1-1 Selective Router, the 20 digits are transmitted to the PSAP. The PSAP would then query the ALI database using the ESRD to retrieve cell/site sector information stored in the ALI database.

Phase I Non-Call Associated Signaling (NCAS) - A method of delivering the voice portion of the wireless 9-1-1 call using SS7 trunking from the wireless carrier's MSC to the 9-1-1 Selective Router. An ESRK (also known as pANI) is assigned when the 9-1-1 call is made and is used for the routing of the ANI to the PSAP. The PSAP will query the ALI database using the ESRK which, in turn, will "steer" to the wireless carrier's database to "pull" the wireless caller's CBN and cell site/sector information for delivery back to the PSAP.

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10.2 DEFINITIONS, (Cont'd.)

Phase II 9-1-1 - The service by which the WSP delivers to the designated PSAP the wireless end user's call back number, cell site/sector information, as well as X, Y (longitude, latitude) coordinates which meet the accuracy standards set forth in CC Docket No. 94-102. Phase II standards are outlined in J-Std-036.

Phase II NCAS (also known as "CAS Hybrid") - A method of delivering the CBN (may not be a true call back number) and ESRD of the cell site/sector from which the call originated. These 20-digits are delivered from the wireless carrier's Mobile Switching Center to the 9-1-1 Selective Router, which passes all 20 digits to the ALI Database for creation of a wireless data record indexed by the CBN. From the 9-1-1 Selective Router, the 10-digit CBN is transmitted to the PSAP. The PSAP will query the ALI database using the CBN. The ALI database will incorporate the location data and callback number into the wireless data record that was created, and return this information to the PSAP.

Phase II Wireline Compatibility Mode (also known as Phase I "NCAS") - A method of delivering the voice portion of the wireless 9-1-1 call using SS7 trunking from the wireless carrier's MSC to the 9-1-1 Selective Router. An ESRK (also known as pANI) is assigned when the 9-1-1 call is made and is used for the routing of the ANI to the PSAP. The PSAP will query the ALI database using the ESRK which, in turn, will "steer" to the wireless carrier's database to "pull" the wireless caller's location information (including callback number) for delivery back to the PSAP.

Position Determining Entity (PDE) - The PDE determines the precise geographic location of a wireless handset when the wireless caller places a 9-1-1 call or while the call is in progress. The PDE is not provided by, and is not the responsibility of, the Company.

Wireless 9-1-1 Service Line - A local loop connection from a central office to the PSAP being served by that central office.

Wireless Service Provider (WSP) - Cellular, satellite or other radio-based telephony or data transport commercial entity.

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10.3 DESCRIPTION OF SERVICE

10.3.1 General

9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other 9-1-1 Emergency Telephone Services.

9-1-1 Emergency Telephone Service enables a caller dialing 9-1-1 from a station with access to the local exchange telephone network, arranged to provide 9-1-1 Emergency Telephone Service, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 9-1-1 calls are routed for response. 9-1-1 Emergency Telephone Service may be provided as B9-1-1 (or Basic 9-1-1) Service or as E9-1-1 (or Enhanced 9-1-1) Service.

10.3.2 Wireless Service

A. CAS

The Company offers CAS in a Phase I wireless configuration, which allows for 20 digits (CBN and ESRD) to be received, via the signaling path, at the appropriate Selective Router which is then forwarded from the Selective Router to the PSAP. Upon receipt of the ESRD and CBN at the PSAP, a request for ALI data, using the ESRD, is sent to the affected ALI database. The ALI is provided via the data path established for Wireline subscribers and requires no additional facilities to provide the information to the dispatcher. The ESRD ALI data is stored in the database. The wireless carrier is responsible for each ESRD MSAG valid ALI record needed for retrieval of CALI and/or wireless Selective Routing, and the transmission of the record(s) to the Company. Circuits from the wireless carriers MSC(s) to the tandem router are not included in this service.

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10.3 DESCRIPTION OF SERVICE, (Cont'd.)

10.3.2 Wireless Service, (Cont'd.)

B. NCAS Phase I and Phase II Wireline Compatibility Mode

The Company offers this configuration which allows for 10-digit ESRK to be received, via the signaling path, at the appropriate Selective Router which is then forwarded from the Selective Router to the designated PSAP. Upon receipt of the ESRK at the PSAP, an ALI query is made using the ESRK, via the data path to the appropriate ALI platform. The ALI platform directs the ESRK to steer to the appropriate wireless database to retrieve the appropriate ALI record. The record, when received by the ALI platform from the wireless database, is reformatted into the PSAP's Phase I or Phase II display and processed back to the requesting PSAP.

C. Phase II NCAS (CAS Hybrid)

The Company offers Phase II NCAS (CAS Hybrid) which allows for 20-digit ESRD and CBN to be received, via the signaling path, at the appropriate Selective Router and forwards the CBN from the Selective Router to the designated PSAP. The Selective Router sends the CBN and ESRD to the ALI database, where a dynamic ALI record is created for the call. The PSAP requests ALI from the ALI database that contains the dynamic ALI record using the CBN. The ALI database, using the CBN, then requests ALI from the WSP's ALI database. Upon receipt, the ALI information is returned to the requesting PSAP. The ALI record contains both the CBN and the ESRD.

D. Selective Routing for Wireless

Allows for routing of wireless calls to the PSAP designated by the ESRK or ESRD. It also provides enhanced features and capabilities to the PSAP.

Selective Routing is also referred to as Wireless Tandem Routing.

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1177 Bishop Street; MC: A-17
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10.3 DESCRIPTION OF SERVICE, (Cont'd.)

10.3.2 Wireless Service, (Cont'd.)

D. Conditions

Wireless 9-1-1 Service is only available with Enhanced 9-1-1 wireline features, and is subject to the regulations specified for Wireline 9-1-1. In accordance with the CC Docket No. 94-102, Wireless 9-1-1 Phase I and Phase II services provide PSAPs with the wireless 9-1-1 caller's location and mobile CBN (may not be a true call back number), as specified by the FCC.

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10.4 REGULATIONS

The following regulations will apply in addition to the General Regulations in Section 1 (i.e., General, Customer Obligation, Liability).

10.4.1 Wireless

The Company will deliver to each PSAP Customer the data specified by the FCC in CC Docket 94-102, including the cell site or sector location, the call back number, and in Phase II, the latitude and longitude associated with the caller's location. The Company disclaims any and all responsibility for 1. the delivery of any additional data element that the WSP may choose to provide beyond those required and specified in CC Docket No. 94-102 and 2. the content of the data delivered to the Customer. In addition, the Company shall not be responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of those technologies.

PSAPs must have all required elements of wireless 9-1-1 Phase I, utilizing ESRK or ESRD routing and cell site/sector location based information, in place before implementing Phase II. In addition, the following requirements must be met prior to Phase II implementation:

- The PSAP's ALI software must be upgraded to the Company's wireless ALI format to accommodate the X/Y data.
- The PSAP must also ensure that the WSP has a PDE and an MPC in the WSP's network. The PDE and MPC equipment is not provided by, and is not the responsibility of, the Company.
- The PSAP must also ensure that the WSP has obtained an executed Interconnection Agreement to obtain connection with the Company to the Selective Router and to the Company's ALI database to provide the Phase I and Phase II data.
- The PSAP must ensure the WSP(s) submits MSAG valid ALI records for each ESRK and/or ESRD used in accordance with NENA's recommended standard 02-010.

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10.4 REGULATIONS, (Cont'd.)

10.4.1 Wireless, (Cont'd.)

The Company has, in accordance with CC Docket No. 94-102, established the demarcation point for cost allocation between the wireless carriers and the PSAPs for the Company's 9-1-1 Selective Routers. If the parties agree to other demarcation points, an Individual Case Basis (ICB) contract will need to be filed to obtain rates in accordance with the agreed to demarcation points.

The Company reserves the right to select and determine the type of network equipment required to provide Wireless 9-1-1 Emergency Telephone Service.

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10.4 REGULATIONS, (Cont'd.)

10.4.2 Liability

- A. The Company's entire liability to the Customer or any person for interruption or failure of Wireless 9-1-1 Emergency Telephone Service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This Wireless 9-1-1 Emergency Telephone Service is offered solely to assist the Customer in providing Wireless 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer.
- B. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of Wireless 9-1-1 Emergency Telephone Service other than an act or omission constituting gross negligence or wanton or willful misconduct.
- C. The Customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or Customer or any of their employees, directors, officers, or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the Wireless 9-1-1 system or for releasing subscriber information, including unpublished or nonlisted information in connection with the provision of the Wireless 9-1-1 Emergency Telephone Service.
- D. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of the Wireless 9-1-1 Emergency Telephone Service when any Wireless 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with private telecommunications services.

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10.4 REGULATIONS, (Cont'd.)

10.4.2 Liability, (Cont'd.)

- E. The Company accepts no responsibility for obtaining subscriber record information from private wireless third party data providers or WSPs. The Company makes no representation or warranty regarding the accuracy of the data provided to it by private wireless third party data providers or WSPs and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by the private wireless third party data providers or WSPs, which may be asserted by any person, business, government agency, or other entity against the Company.
- F. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of Wireless 9-1-1 Emergency Telephone Service when there is a failure of or interruption in Wireless 9-1-1 Emergency Telephone Service due to the attachment of any equipment by a Customer to Company facilities. The Customer may, with the prior written consent of the Company, which consent shall not be reasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable Federal and State registration or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the Wireless 9-1-1 system ordered by the Customer, Company facilities, or otherwise affect its telephone operations.
- G. The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished subscriber information to emergency service providers responding to calls placed to a Wireless 9-1-1 Emergency Telephone Service or host providers using such information to provide Wireless 9-1-1 Emergency Telephone Service.

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10.4 REGULATIONS, (Cont'd.)

10.4.2 Liability, (Cont'd.)

- H. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide Wireless 9-1-1 Emergency Telephone Service to any subscriber to a nonregulated telephone service. It is the obligation of the Customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch Wireless 9-1-1 Emergency Telephone Services, or otherwise handle all Wireless 9-1-1 telephone calls that originate from wireless telephones within the Customer's service area. Neither the Customer nor the Company shall have any responsibility for Wireless 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the Customer's service area, or for calls originating from mobile/cellular telephones.
- I. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused by or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of Customer provided facilities or equipment.

10.4.3 Term Commitment

- A. The Company will provide Wireless 9-1-1 Emergency Telephone Service on a three-year term commitment basis.
- B. Termination Liability – See Section 1, General Definitions and Regulations, Termination Liability Agreement.

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Alan Oshima, Senior Vice President and General Counsel
1177 Bishop Street; MC: A-17
Honolulu, Hawaii 96813

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10.5 WIRELESS RATE ELEMENTS

PSAP Position

Monthly Rate

Wireless – 3 Year Term Commitment

\$2,315.00