
EMERGENCY SERVICES TARIFF

TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of Intrastate

EMERGENCY SERVICES

ONVOY, LLC D/B/A INTELICQUENT

IN THE STATE OF

CALIFORNIA

EMERGENCY SERVICES TARIFF

CHECK-SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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1	Original	*	38	Original	*	75	Original	*
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EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE

1.1 Tariff Format

1.1.1 [Reserved for Future Use]

1.1.2 Outline Structure

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level.

1.1.3 Page Numbering

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.1 Tariff Format (Cont'd.)

1.1.4 Page Revision Numbers

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

1.1.5 Rate Tables

Within rate tables, four types of entries are allowed:

- Rate Amount
The rate amount indicated the dollar value associated with the service.
- A dash “-”
The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.
- A footnote designator “[1]”
The footnote designator indicates that further information is contained in a footnote.
- ICB
The acronym “ICB” indicates that the product/service is rated on an individual case basis.

1.1.6 Check Sheets

Check Sheets: When a tariff filing is made with the California Public Utilities Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the California Public Utilities Commission.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

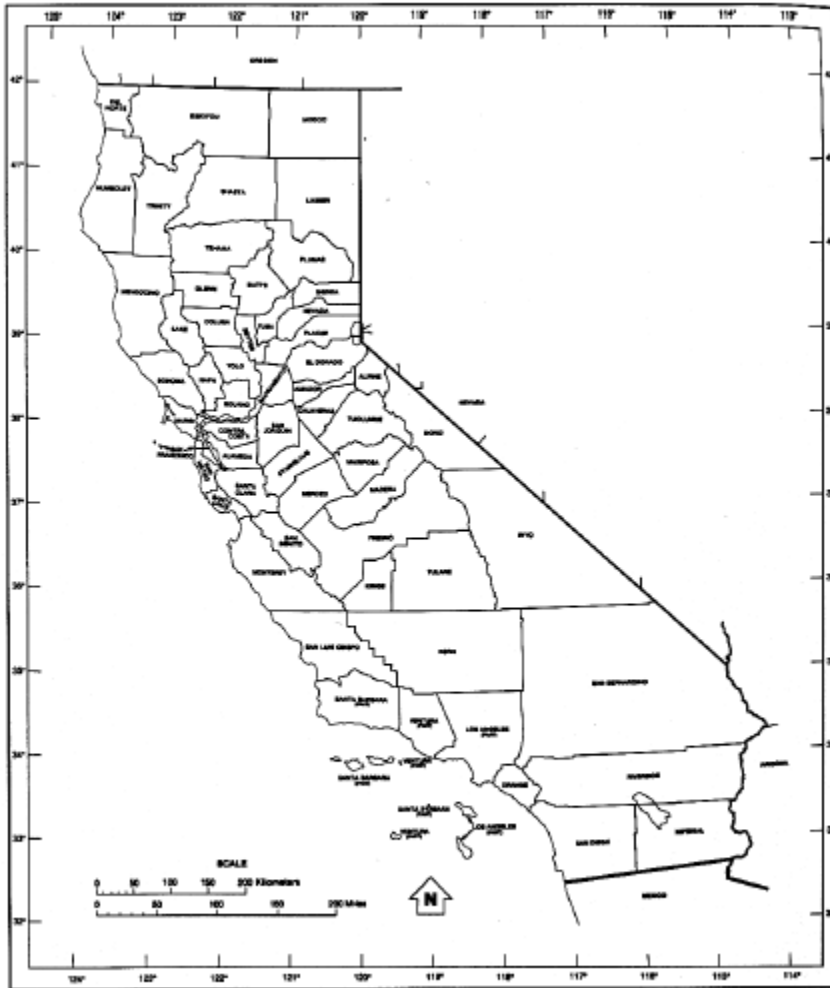
1.2 Explanation of Change Symbols

SYMBOL	EXPLANATION
(C)	To signify changed regulation, term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(L)	To signify material moved from or to another part of the tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, regulation, term or condition

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.3 Service Area Map



EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.4 Preliminary Statement

Company intends to offer Next Generation 9-1-1 (“NG9-1-1”) Call Aggregation services under this tariff. Other Company services may be available pursuant to other Company tariffs on file with the California Public Utilities Commission (CPUC). The Company has been authorized by the CPUC to provide competitive local exchange and interexchange services throughout the State of California.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.5. Application of Tariff

- 1.5.1 The Company's services in this tariff are available to the Governor's Office of Emergency Services ("Cal OES" or "Customer").
- 1.5.2 The Company's California service territory is statewide.
- 1.5.3 Service is available where facilities and operating conditions permit.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.6 Availability of Company Tariff

1.6.1 Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Onvoy, LLC d/b/a Inteliquent
550 W. Adams Street, Suite 900
Chicago, Illinois 60661

1.6.2 Tariffs of Onvoy, LLC d/b/a Inteliquent are also available on the Internet at:

www.inteliquent.com/resources/tariffs

1.6.3 The tariff of Onvoy, LLC d/b/a Inteliquent is also available for public inspection at the California Public Utilities Commission.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.7 Trademarks, Service Marks and Trade Names

Reserved for Future Use

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.8 Explanation of Abbreviations

BCF -- Border Control Function
ESInet -- Emergency Services IP Network
LSRG -- Legacy Selective Router Gateway
LNG -- Legacy Network Gateway
LATA -- Local Access Transport Area
LIF -- NG9-1-1 Location Interwork Function
NIF -- NG9-1-1 Interwork Function
OSPs -- Originating Service Providers
PIF -- NG9-1-1 Protocol Interwork Function
POI -- Points of Interconnection
PSAP -- Public Safety Answering Point
SIP -- Session Initiation Protocol
SS7 -- Signaling System #7
TDM -- Time Division Multiplexing

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.9 Definitions

9-1-1: A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Calls: include all media types including voice, Real Time Text, video, and data supported in the National Emergency Number Association STA-010

9-1-1 Failure or Outage: is a reportable outage as defined by the FCC that results in a situation in which 9-1-1 calls cannot be transported from the NG9-1-1 Call Aggregation Service Ingress Demarcation Point to the NG9-1-1 Call Aggregation Service Egress Demarcation Point and the failure is a result of an issue(s) or failure(s) that exists entirely within the Service.

9-1-1 Service Provider: The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

Awarded Prime Vendor: The vendor selected by CalOES to provide the complete Prime system as defined by CalOES in their RFP 6026-2018 issued April 27, 2019.

Awarded Regional Vendor: The vendor selected by CalOES to provide a complete Regional system as defined by CalOES in their RFP 6026-2018 issued April 27, 2019.

Border Control Function (BCF): The NG9-1-1 network element that provides a secure entry into the ESInet for SIP 9-1-1 calls presented to the network, as well as the interface for delivering calls to the NGCS.

California Central Region: Includes Calaveras, Fresno, Kern, Monterey, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, Ventura, Alpine, Inyo, Kings, Madera, Mariposa, Merced, San Benito, and Mono Counties.

California Los Angeles Region: Includes all of Los Angeles County

California Northern Region: Includes Amador, Butte, Contra Costa, El Dorado, Humboldt, Lake, Marin, Mendocino, Placer, Sacramento, San Joaquin, San Mateo, Santa Clara, Shasta, Solano, Sonoma, Yuba, Alameda, Colusa, Del Norte, Glenn, Lassen, Modoc, Napa, Nevada, Plumas, San Francisco, Sierra, Siskiyou, Sutter, Tehama, Trinity, and Yolo Counties

California Southern Region: Includes Imperial, Orange, Riverside, San Bernardino, San Diego

CalOES RFP: the documents labeled 6026-2018 initially issued by CalOES April 27, 2019, including subsequent updates to those documents. These documents collectively describe the NG9-1-1 system requirements for the State of California.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.9 Definitions (Cont'd.)

“Customer” or “E911 Authority”: CalOES. The Awarded Prime Vendor or any of the four (4) Awarded Regional Vendors can also be a Customer of the Company’s NG9-1-1 Call Aggregation Services.

Emergency Services IP Network (ESInet): An 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 NG9-1-1 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 inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network. See NG9-1-1 Core Services.

Legacy Network Gateway (LNG): The NG9-1-1 network element that provides an interface between a non-IP originating network and a Next Generation 9-1-1 Core Services (NGCS) enabled network.

Legacy Network Gateway (LSRG): The NG9-1-1 network element that provides an interface between a Next Generation 9-1-1 Core Services (NGCS) and a legacy Selective Router for the purpose of supporting the migration from the legacy 9-1-1 system to a NG9-1-1 system

Local Access Transport Area (LATA): The geographical areas within which a local telephone company offers telecommunications services.

NG9-1-1 Call Aggregation Service: Includes both the Prime NG9-1-1 Call Aggregation Service and the Regional NG9-1-1 Call Aggregation Service.

NG9-1-1 Location Interwork Function (LIF): The functional component of a LNG which is responsible for taking the appropriate information from the incoming signaling (i.e., calling number, ESQK, ESRK, etc.) associated with a 9-1-1 call and using it to acquire location information that can be used to route the 9-1-1 call and to provide location information of the subscriber placing the 9-1-1 call to the PSAP.

NG9-1-1 Interwork Function (NIF): The functional component of a LNG which provides NG9-1-1 specific processing of a 9-1-1 call not provided by an off-the-shelf protocol interwork gateway.

NG9-1-1 Call Aggregation Service Egress Demarcation Point: Is the Company BCF hosted at the NG9-1-1 Call Aggregation Facilities.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.9 Definitions (Cont'd.)

NG9-1-1 Call Aggregation Service Ingress Demarcation Point: Is either the (1) TDM POIs or (2) the BCFs that interfaces with the OSPs at the NG9-1-1 Call Aggregation Facilities.

NG9-1-1 Call Aggregation Facilities: The physical facilities that host the BCF(s) used by the NG9-1-1 Call Aggregation Services to aggregate and deliver calls to the NGCS.

NG9-1-1 Core Services: The base set of services needed to process a 9-1-1 call on an ESInet. This includes the ESRP, ECRF, LVF, BCF, Bridge, Policy Store, and Logging Services, as well as typical IP functions such as DNS and DHCP. The term NG9-1-1 Core Services includes the services but not the network on which they operate.

NG9-1-1 Core Services Facilities: The physical facilities that host the NG9-1-1 Core Services.

Originating Service Providers ("OSPs" or "Providers"): All telecommunications providers authorized or required by the state of California to interconnect to the Customer's NG9-1-1 system for the delivery of 9-1-1 calls.

NG9-1-1 Protocol Interwork Function (PIF): The functional component of a LNG that interworks and converts TDM signaling to SIP messaging in support of 9-1-1 call delivery.

Points of Interconnection (POI): A physical demarcation between an OSP network and a NG9-1-1 system. The POI is used by OSPs to interface with and deliver calls to the NG9-1-1 system via TDM or SIP.

Prime NG9-1-1 Call Aggregation Services: The service defined in the CalOES RFP.

Prime NG9-1-1 Call Aggregation Services Vendor: The vendor chosen by either CalOES or the Awarded Prime System Vendor to provide Prime NG9-1-1 Call Aggregation Service.

Prime NGCS: The vendor selected to provide the NGCS required by the Prime system as defined in the CalOES RFP.

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.9 Definitions (Cont'd.)

Prime OSPs: Originating Service Providers served by the Prime NG9-1-1 Call Aggregation service. These OSPs include all wireless OSPs and all wire line OSPs operating in the state other than AT&T, Frontier, and Consolidated Communications.

Prime NG9-1-1 Core Services Facilities: NGCS facilities deployed to cover the state of California as a backup to the regional systems.

Public Safety Answering Point (PSAP): Means a facility equipped and staffed to receive 9-1-1 calls.

Regional NG9-1-1 Call Aggregation Services: The service defined in the CalOES RFP.

Regional NG9-1-1 Call Aggregation Services Vendor: The vendor chosen by either CalOES or the Awarded Prime System Vendor to provide Prime NG9-1-1 Call Aggregation Service.

Regional NGCS: The vendor selected to provide the NGCS required by a Regional system as defined in the CalOES RFP.

Regional OSPs. Originating Service Providers served by Regional NG9-1-1 Call Aggregation Service. These includes AT&T, Frontier, and Consolidated Communications and all wireless carriers

Selective Router: means a telephone switching center that receives 9-1-1 calls from other providers and uses the ANI or pANI to route them to the proper PSAP. Selective Routers are typically operated by the Incumbent LEC, serving a particular PSAP(s).

EMERGENCY SERVICES TARIFF

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.9 Definitions (Cont'd.)

Service Activation Date: The calendar date on which Company makes services commercially available to Customer for processing 9-1-1 calls. Company will complete a mutually agreed upon test plan and submit the completed test plan to Customer for acceptance. Customer will provide written acceptance, or rejection with sufficient detail for Company to determine the reason for rejection, of test report within five business days of receipt from Company. If neither acceptance nor rejection is received within five business days of Company submitting test report to Customer, the test report will be deemed accepted.

Service Order Agreement: A written request for service and service agreement executed by the Customer and the Company in a format devised by the Company.

Session Initiation Protocol (SIP): A protocol specified by the IETF (RFC3261) that defines a method for establishing multimedia sessions over the Internet. Used as the call signaling protocol in VoIP, NENA i2 and NENA i3.

Signaling System #7 (SS7): An out-of-band signaling system used to provide basic routing information and call management functions. Signaling is removed from the voice channel itself and put on a separate data network.

Time Division Multiplexing (TDM): A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS

2.1 Prime and Regional NG9-1-1 Call Aggregation Services

The services provided in this tariff address all requirements and includes all products and services necessary to aggregate all 9-1-1 Calls from every OSP in the specified territory, perform protocol conversion from TDM to SIP where necessary, and provide for the delivery of all 9-1-1 calls to NG9-1-1 Core Services Facilities required by the Customer. As a turn-key service, all migration of OSPs from existing Selective Routers to this service, all service monitoring, management, updates and upgrades, and all project management, is also included.

2.1.1 Authorized Use and Service Conditions

Services offered in this tariff are restricted for purchase exclusively by Customers in the State of California. The services offered in this tariff are exclusively for the support of inbound 9-1-1 Calls within the State of California. The Company is not responsible for any services, systems, or network beyond the NG9-1-1 Call Aggregation Service Ingress Demarcation Point and NG9-1-1 Call Aggregation Service Egress Demarcation Point established in this tariff.

Customer must present Letters of Authorization that authorize the Company to act as the Customer's authorized NG9-1-1 Call Aggregation Service provider for all OSPs in California or in each region where services are to be provided. The Customer must designate a program manager as a single point of contact for the Company to interface with for all matters related to the implementation and ongoing delivery of the service. The Customer must respond to issues raised by the Company in a timely fashion. The Customer must assist the Company in any PUC proceedings initiated by OSPs or any other entity. The Company will not be held responsible for any impact to schedule or budgets caused by the non-participation, or delayed participation, of any entity requiring interconnection to the service.

Customer must ensure that all network and systems in place today that are required for the successful delivery of 9-1-1 calls are maintained until such time as all OSPs have been successfully migrated over to the new NG9-1-1 Call Aggregation Service and a mutually agreed upon soak period has completed.

The Service does require that either the Customer or the Company be designated as the 9-1-1 Service Provider. Customer, at its expense, will bear sole responsibility for all aspects of design, operation, and maintenance of Customer's network and equipment.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.1 Authorized Use and Service Conditions (Cont'd.)

Customer will notify Company of system issues or events outside of Company's services which could impact the delivery of 9-1-1 calls.

Customer will notify Company of maintenance events of systems outside of Company's services which could impact the delivery of 9-1-1 calls at least 72 hours in advance.

2.1.2 Call Aggregation as a Component of a Prime or Regional NG9-1-1 System as defined by CalOES

Prime and Regional NG9-1-1 Call Aggregation Services are components of an overall NG9-1-1 system as defined by the CalOES RFP. The proposed NG9-1-1 Call Aggregation Service meets the technical requirements specified in the CalOES RFP. The Company's NG9-1-1 Call Aggregation Service compliments services provided by another vendor(s) providing all additional services defined in the CalOES RFP.

In addition to the NG9-1-1 Call Aggregation Service components detailed in the CalOES RFP, the Company requires NG Trunk Service components also detailed in CalOES RFP to provide physical interconnectivity between certain functional elements within the NG9-1-1 Call Aggregation Service. These NG Trunk Services added to the NG9-1-1 Call Aggregation Service forms a complete service that can be managed from call ingress to egress and deliver the required SLAs.

The Company's NG9-1-1 Call Aggregation Services can be purchased directly from the Company; however, the Company strongly recommends CalOES procure the services detailed in this tariff through the vendors selected for the Prime System and each of the four (4) Regional Systems.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.3 Prime NG9-1-1 Call Aggregation Required Functionality

If the Company is the Prime NG9-1-1 Call Aggregation Service Vendor, then the Company is responsible for aggregating calls from all Prime OSPs and delivering them to the NG9-1-1 Call Aggregation Service Egress Demarcation Point. Functionality of the Prime NG9-1-1 Call Aggregation Service includes:

- Aggregation of Prime OSP calls by providing TDM SS7 and SIP interfaces for OSP interconnection.
- Protocol conversion from TDM SS7 to SIP when required.
- Aggregation of all Real Time Text messages from wireless carriers by providing a SIP interface for Wireless OSP interconnection.
- Aggregation of all Text-to-9-1-1 messages from Text Control Centers (“TCC”) by providing a MSRP interface for TCC interconnection.
- Anchoring the calls until the Prime NGCS confirms it can deliver the calls to the appropriate PSAP
- If the Prime NGCS does not signal that it can complete the call to the appropriate PSAP, the service will deliver the call to the Regional NGCS responsible for the geography where the call originated.
- Provide back-up connectivity and aggregation for all calls from Regional OSPs whose primary connection will be to the Regional NG9-1-1 Call Aggregation Service.

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EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.3 Prime NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.3.1 Prime NG9-1-1 Call Aggregation Service Components (see Figure 1 below)

Prime Aggregation (reference 22.2.2 in the CalOES RFP):

- One (1) geographically diverse NG9-1-1 Call Aggregation Facility in each of the four (4) regions defined by the CalOES RFP
- Two (2) TDM POIs in each of the four (4) regions defined by the CalOES RFP
- Two (2) SIP POIs per region defined by the CalOES RFP
- Two (2) LNGs per region defined by the CalOES RFP
- Capacity to process anticipated peak call volume from all Prime OSPs
- Redundant and diverse 1,000 Mbps network connections between each of the four (4) NG9-1-1 Call Aggregation Facilities supporting the Prime NG9-1-1 Call Aggregation Service (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse 1,000 Mbps network connections to each of the two (2) Prime NGCS if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse 1,000 Mbps network connections to each of the four (4) Regional NGCS if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse network facilities between the TDM POIs and the LNGs (must be procured from the NG Trunk section of this tariff)

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EMERGENCY SERVICES TARIFF

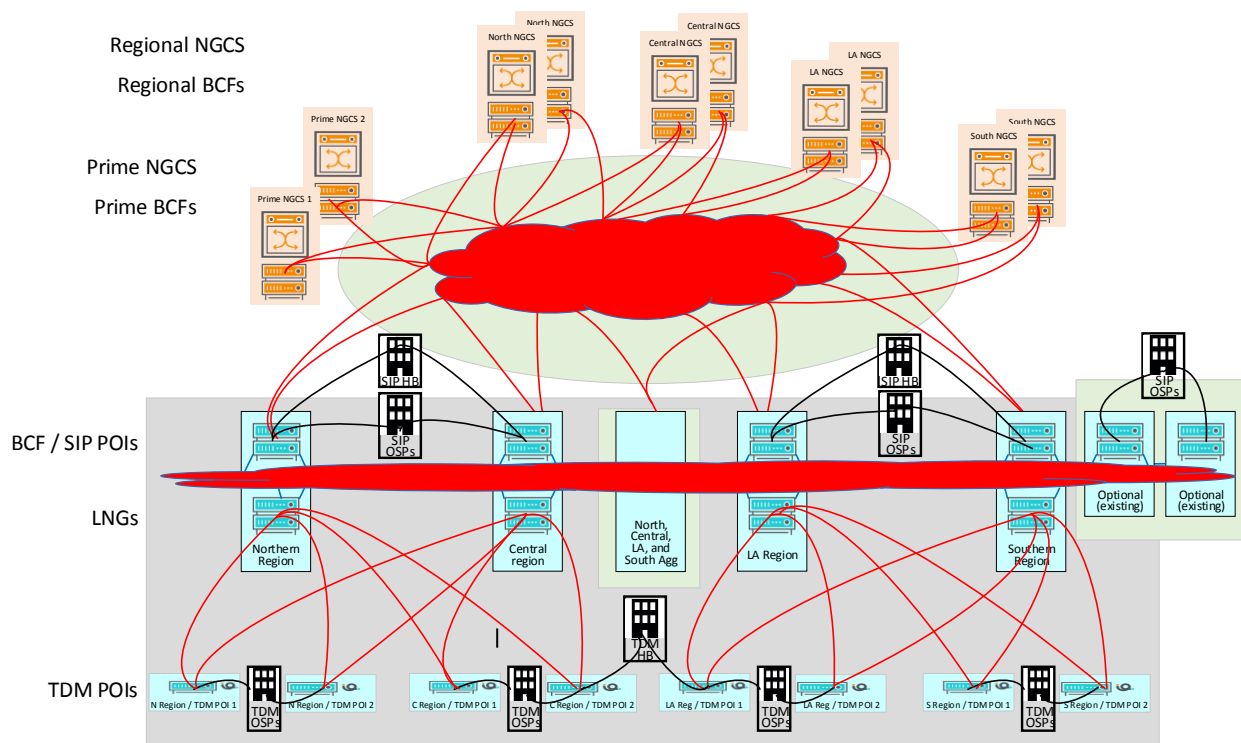
SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.3 Prime NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.3.1 Prime NG9-1-1 Call Aggregation Service Components (Cont'd.)

Figure 1- Proposed Prime Architecture



Elements in Red are procured via the Network Trunking section of this tariff, elements in Blue are procured via the Aggregation section of this tariff, elements in Orange are procured via the NGCS tariff, elements in black are the responsibility of the OSPs

Elements in the Gray Panel are included and required in this tariff, Elements in Green panels are available as options in this Tariff, all other elements are not available in this tariff

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.3 Prime NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.3.2 Included Management and Operational Services

- Full management of all communications to Prime OSPs from initial outreach and into steady-state service delivery.
- Full management of all activities required to provision Prime OSPs Prime NG9-1-1 Call Aggregation Service from initial outreach and into steady-state service delivery, including migration planning and testing.
- Coordination and management of all Prime NG9-1-1 Call Aggregation Service moves, adds, and changes requested by the OSPs.
- Support for Prime OSP migration from TDM to SIP, and from SIP to full NG9-1-1 interface.
- All updates and upgrades, including any necessary technology refresh, as well as management, monitoring, and maintenance of the Service.
- 9-1-1 Outage notifications to CalOES and the Awarded Prime Vendor.

2.1.3.3 Service Features

- Company staff assigned to and responsible for managing each Prime NG9-1-1 Call Aggregation Facility.
- All equipment used to provide the Service is carrier grade, deployed and in-use by the largest carriers, and manufactured by an industry leading source for equipment and software.

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EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.4 Regional NG9-1-1 Call Aggregation Required Functionality

If the Company is the Regional NG9-1-1 Call Aggregation Service Vendor, then Company is responsible for aggregating calls from all Regional OSPs and delivering them to the NG9-1-1 Call Aggregation Service Egress Demarcation Point. Functionality of the Regional NG9-1-1 Call Aggregation Service includes:

- Aggregation of Regional OSP calls by providing TDM SS7 and SIP interfaces for OSP interconnection.
- Protocol conversion from TDM SS7 to SIP when required.
- Anchoring the calls until the Regional NGCS confirms it can deliver the calls to the appropriate PSAP.
- If the Regional NGCS does not signal that it can complete the call to the appropriate PSAP, the service will deliver the call to the Prime NGCS.
- Conformance to the applicable integration standards developed by CalOES and the Awarded Prime Vendor.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.4 Regional NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.4.1 Regional NG9-1-1 Call Aggregation Service Components (see Figure 2 below)

Regional Aggregation (reference 22.2.2 in the CalOES RFP):

- Two (2) geographically diverse NG9-1-1 Call Aggregation Facilities in the Region
- Two (2) TDM POIs in the Region to support TDM interconnection
- Two (2) SIP POIs in the Region to support SIP interconnection
- Two (2) LNGs to support protocol conversion
- Capacity to process anticipated peak call volume from Regional OSPs
- Protocol conversion from TDM to SIP whenever necessary
- Redundant and diverse 1,000 Mbps network connections to the Regional NGCS if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse 1,000 Mbps network connections to the Prime NGCS if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse 1,000 Mbps network connections to each of the other three (3) Regional NG9-1-1 Call Aggregation Services if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse 1,000 Mbps network connections to the Prime NG9-1-1 Call Aggregation Service if requested by Customer (must be procured from the NG Trunk section of this tariff)
- Redundant and diverse network facilities between the TDM POIs and the LNGs (must be procured from the NG Trunk section of this tariff)

EMERGENCY SERVICES TARIFF

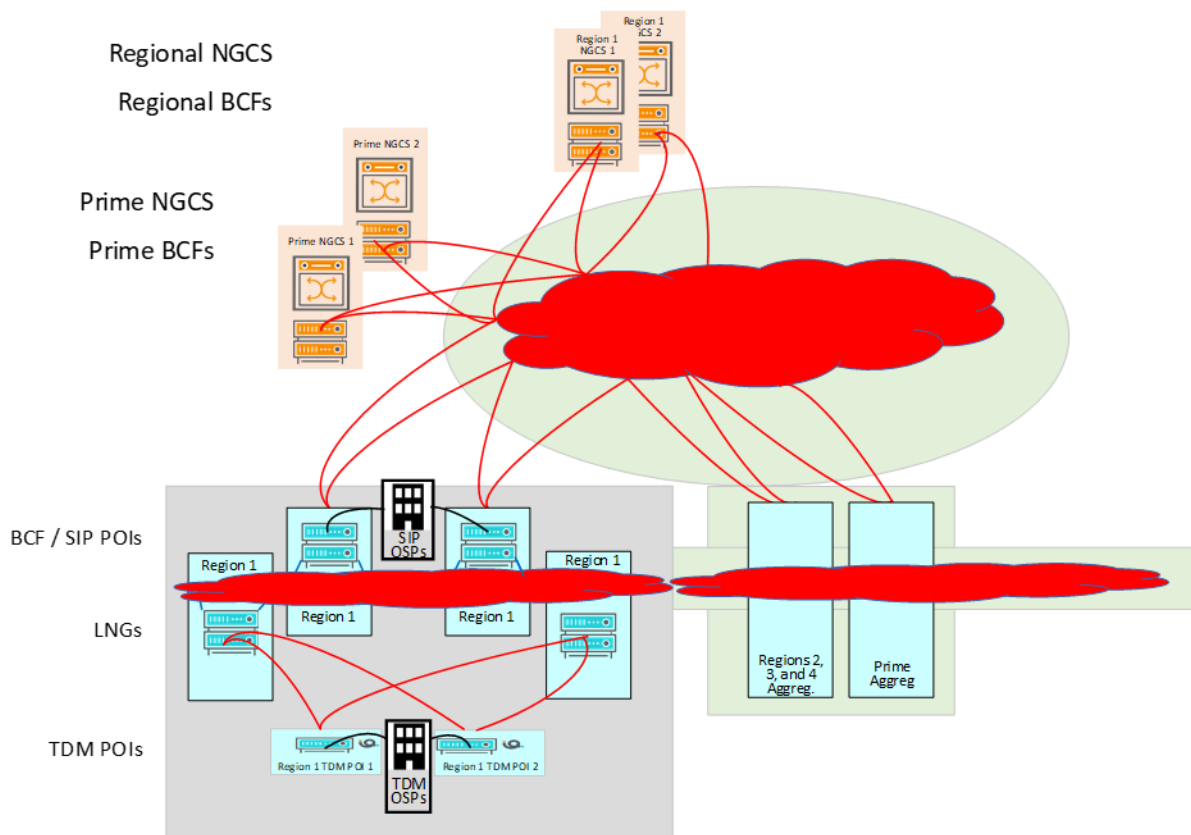
SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.4 Regional NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.4.1 Regional NG9-1-1 Call Aggregation Service Components (Cont'd.)

Figure 2 - Proposed Prime Architecture



Elements in Red are procured via the Network Trunking section of this tariff, elements in Blue are procured via the Aggregation section of this tariff, elements in Orange are procured via the NGCS tariff, elements in black are the responsibility of the OSPs

Elements in the Gray Panel are included and required in this tariff, Elements in Green panels are available as options in this Tariff, all other elements are not available in this tariff

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.1 Prime and Regional NG9-1-1 Call Aggregation Services (Cont'd.)

2.1.4 Regional NG9-1-1 Call Aggregation Required Functionality (Cont'd.)

2.1.4.2 Included Management and Operational Services

- Full management of all communications to Regional OSPs from initial outreach and into steady-state service delivery.
- Full management of all activities required to provision Regional OSPs Regional NG9-1-1 Call Aggregation Service from initial outreach and into steady-state service delivery, including migration planning and testing.
- Coordination and management of all Regional NG9-1-1 Call Aggregation Service moves, adds, and changes requested by the OSPs.
- Support for Regional OSP migration from TDM to SIP, and from SIP to full NG9-1-1 interface.
- All updates and upgrades, including any necessary technology refresh, as well as management, monitoring, and maintenance of the Service.
- 9-1-1 Outage notifications to CalOES and the Awarded Prime Vendor.

2.1.4.3 Service Features

- Company staff assigned to and responsible for managing each Regional NG9-1-1 Call Aggregation Facility.
- All equipment used to provide the Service is carrier grade, deployed and in-use by the largest carriers, and manufactured by an industry leading source for equipment and software.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.2 NG Trunk Services

NG Trunk Services, as defined in the CalOES RFP, are required in order to complete the NG9-1-1 Call Aggregation Service and to provide a managed service from the NG9-1-1 Call Aggregation Service Ingress Demarcation Point to the NG9-1-1 Call Aggregation Service Egress Demarcation Point.

2.2.1 Prime NG9-1-1 Trunk Services

The network services in this tariff provide, at a minimum, the interconnection between the eight (8) TDM POIs and the four (4) LNGs, and in between the four (4) Prime NG9-1-1 Aggregation Facilities as shown in the figure below. The components available are:

NG9-1-1 Trunk – 100 Mbps. This component is used to price the interconnectivity between the TDM POIs and the LNGs. This is a required component with a minimum quantity of 16 (i.e., 2 for each of the 8 required TDM POIs). Note that a minimum additional quantity of 2 is required for any additional TDM POI(s) ordered by Customer.

NG9-1-1 Trunk - 1000 Mbps. This component is used to interconnect the four (4) Prime NG9-1-1 Call Aggregation Facilities and is a required component with a minimum quantity of 6. This component can also be used to connect Company's network to Regional NGCS, Prime NGCS, other Regional NG9-1-1 Call Aggregation Services, or any other 3rd party networks at Customer's request.

NG9-1-1 Service testing. This component is required to install and test each circuit required.

NG9-1-1 Trunk Data Center Cross Connects. This component is used to connect a Company provided circuit to Company's network and/or equipment, or to network and/or equipment managed by a 3rd party where required. This component is required when Company is required to extend its circuit within a facility using a cross connect in order to terminate that circuit to network or equipment operated by Company, or any 3rd party.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.2 NG Trunk Services (Cont'd.)

2.2.2 Regional NG9-1-1 Trunk Services

The network services in this tariff provide, at a minimum, the interconnection between the two (2) TDM POIs and the two (2) LNGs, and in between the two (2) Regional NG9-1-1 Aggregation Facilities as shown in the figure below. The components available are:

NG9-1-1 Trunk - 100 Mbps. This component is used to price the interconnectivity between the TDM POIs and the LNGs. This is a required component with a minimum quantity of 4. Note that a minimum additional quantity of 2 is required for any additional TDM POI(s) ordered by Customer.

NG9-1-1 Trunk - 1000 Mbps. This component is used to interconnect the two (2) Regional NG9-1-1 Call Aggregation Facilities and is a required component with a minimum quantity of 4. This component can also be used to connect Company's network to Regional NGCS, Prime NGCS, other Regional NG9-1-1 Call Aggregation Services, Prime NG9-1-1 Call Aggregation Services, or any other 3rd party networks at Customer's request.

NG9-1-1 Service testing. This component is required to install and test each circuit required.

NG9-1-1 Trunk Data Center Cross Connects. This component is used to connect a Company provided circuit to Company's network and/or equipment, or to network and/or equipment managed by a 3rd party where required. This component is required when Company is required to extend its circuit within a facility using a cross connect in order to terminate that circuit to network or equipment operated by Company, or any 3rd party.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.3 Prime and Regional NG9-1-1 Call Aggregation Services Pricing

CalOES Line item Ref	Feature Name	Unit of Measure	Min Qty Req	NRC per Unit	MRC Per Unit
Prime Aggregation Service Components					
22.2.3	Prime Aggregation	Statewide	1	\$ -	\$ 60,000.00
22.3.4	Point of Interconnection	2 per Region	8	\$ 500.00	\$ 2,000.00
22.3.2	OSP Integration	Per OSP	1	\$ 20,000.00	\$ 1,500.00
Regional Aggregation Service Components					
22.9.3	Regional Aggregation	Per Region	1		\$ 40,000.00
22.9.4	Points of Interconnection	2 Per Region	2		\$ 2,000.00
22.9.2	OSP Integration	Per OSP	1	\$ 50,000.00	\$ 1,500.00
Prime NG Trunk Service Components					
22.2.1	NG9-1-1 One-Time Circuit Install and Test	Per Connection	22	\$ 150.00	
22.2.5	NG9-1-1 Trunk - 100 Mbps	Per 100 Mbps Circuit or per DS3	16		\$ 2,400.00
22.2.6	NG9-1-1 Trunk - 1000Mbps	Per Connection	6		\$ 4,500.00
22.2.8	NG9-1-1 Trunk Data Center Cross connects	Per Connection	22	\$ 200.00	\$ 150.00
Regional NG Trunk Service Components					
22.2.1	NG9-1-1 One-Time Circuit Install and Test	Per Connection	8	\$ 150.00	
22.2.5	NG9-1-1 Trunk - 100 Mbps	Per 100 Mbps Circuit or per DS3	4		\$ 2,400.00
22.2.6	NG9-1-1 Trunk - 1000Mbps	Per Connection	4		\$ 4,500.00
22.2.8	NG9-1-1 Trunk Data Center Cross connects	Per Connection	8	\$ 200.00	\$ 150.00

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.3 Prime and Regional NG9-1-1 Aggregation Service Components Pricing (Cont'd.)

Pricing Notes:

- While these services are available directly to CalOES, the Company strongly recommends that all services be procured through the Awarded Prime and Regional Vendors.
- The purchase of Prime NG9-1-1 Call Aggregation Services is a prerequisite for purchasing Prime NG Trunk services from the Company.
- The purchase of Regional NG9-1-1 Call Aggregation Services is a prerequisite for purchasing Regional NG Trunk services from the Company.
- If Prime NG9-1-1 Call Aggregation Services are purchased directly from the Company, the minimum quantity of Prime NG Trunk Services must also be purchased from the Company.
- If Regional NG9-1-1 Call Aggregation Services are purchased directly from the Company, the minimum quantity of Regional NG Trunk Services must also be purchased from the Company.
- Pricing for the Prime NG9-1-1 Call Aggregation Service is predicated on the payment of item 22.3.1 from the CalOES RFP, the Prime NRC “Project Initiation and Design – NRC is non-tariff item”, at contract signing.
- Pricing for the Regional NG9-1-1 Call Aggregation Service is predicated on the payment of item 22.9.1 from the CalOES RFP, the Regional NRC “Project Initiation and Design – NRC is non-tariff item”, at contract signing.
- TDM POIs
 - Each Regional or Prime TDM POI is capable of supporting a maximum of fifty-six (56) DS1 level OSP connections. If the number of interconnections for any single POI is greater than fifty-six (56) DS1s, then additional TDM POI pairs must be purchased.
 - If TDM POIs are required in more than one LATA for either the Prime or Regional NG9-1-1 Call Aggregation Systems, additional TDM POI pairs must be purchased.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.4 Individual Case Basis (ICB)/Contract Services

(A) Aggregation of all TDM Traffic by the Prime NG9-1-1 Call Aggregation Service

Interconnectivity via TDM SS7 are provided to both Prime and Regional OSPs requiring a TDM interface. This necessitates that both the Prime NG9-1-1 Call Aggregation Service and the Regional NG9-1-1 Call Aggregation Service deploy TDM POIs and LNGs. If TDM OSPs demand interconnection in every LATA, this could require deployment of eleven (11) pairs of TDM POIs by the Prime Aggregation Service, five (5) pairs by the selected vendor for the Northern Region, seven (7) pairs by the selected vendor for the Central Region, two (2) pairs by the selected vendor for the LA Region and three (3) pairs by the vendor selected for the Southern Region. This would bring the total number of TDM POI pairs to twenty-eight (28), not counting additional pairs of TDM POIs to address DS1 connections above the fifty-six (56) maximum supported by each TDM POI.

Consideration could be given to assigning responsibility for all TDM ingress by Prime OSPs and Regional OSPs to the Prime NG9-1-1 Call Aggregation Vendor. This would dramatically limit the initial investment in TDM infrastructure and would reduce monthly recurring fees.

If Customer purchases Prime NG9-1-1 Call Aggregation Service from Company, then Company can provide TDM POIs and protocol conversion to all OSPs in the State requiring a TDM interface. Once calls are converted to SIP, the calls can be delivered to the appropriate Prime or Regional NG9-1-1 Call Aggregation Service.

This approach can be used to meet CalOES' requirement for a hot backup plan in case a Regional NG9-1-1 Call Aggregation Service is unavailable. If during normal operations the Prime NG9-1-1 Call Aggregation Service is aggregating all TDM calls and sending them to the Prime or Regional NG9-1-1 Call Aggregation Services, then if CalOES declares an emergency in a Region, calls destined to that Region can be diverted to the Prime system. This could happen automatically without any action on the part of the OSPs.

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.4 Individual Case Basis (ICB)/Contract Services (Cont'd.)

(B) Initial Aggregation of all Regional SIP OSPs to provide hot backup functionality

CalOES has established a requirement for the Prime NG9-1-1 Call Aggregation Vendor to provide hot backup for all Regional OSPs. If implemented, Option (A) above would address the hot backup requirement for all Regional TDM OSPs. The same methodology can be applied to the Regional SIP OSPs by having the Prime NG9-1-1 Aggregation Service take responsibility for the initial aggregation of SIP calls. During normal operations, the Prime NG9-1-1 Call Aggregation Service can route the calls to the Prime NG9-1-1 Call Aggregation Service or the appropriate Regional NG9-1-1 Call Aggregation Service.

If CalOES declares an emergency in a Region, then calls destined to the affected Region can be diverted to the Prime NG9-1-1 Call Aggregation Service.

Using the Prime NG9-1-1 Call Aggregation Service in a dual role could make an outage to the system more impactful. However, the initial aggregation of SIP OSPs can be accomplished outside the Prime NG9-1-1 Call Aggregation Service. For example, aggregation of SIP OSP calls can be made available at any of the facilities shown in Figure 3. SIP OSP calls can then be delivered to facilities in Las Vegas, Phoenix, Salt Lake City, and Seattle. From there, calls can be delivered to the Prime or appropriate Regional NG9-1-1 Call Aggregation Service. If CalOES declares an emergency, calls from these four (4) facilities can divert calls to the Prime System. This architecture is shown in Figure 4.

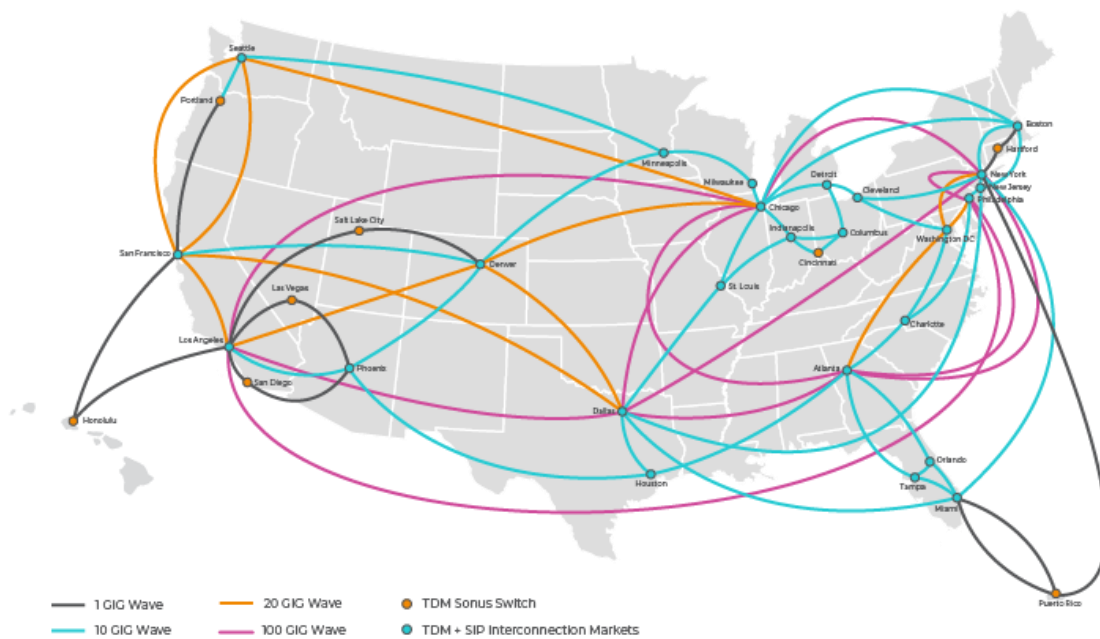
EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.4 Individual Case Basis (ICB)/Contract Services (Cont'd.)

(B) Initial Aggregation of all Regional SIP OSPs to provide hot backup functionality (Cont'd.)

Figure 3 - SIP OSP interconnection Options



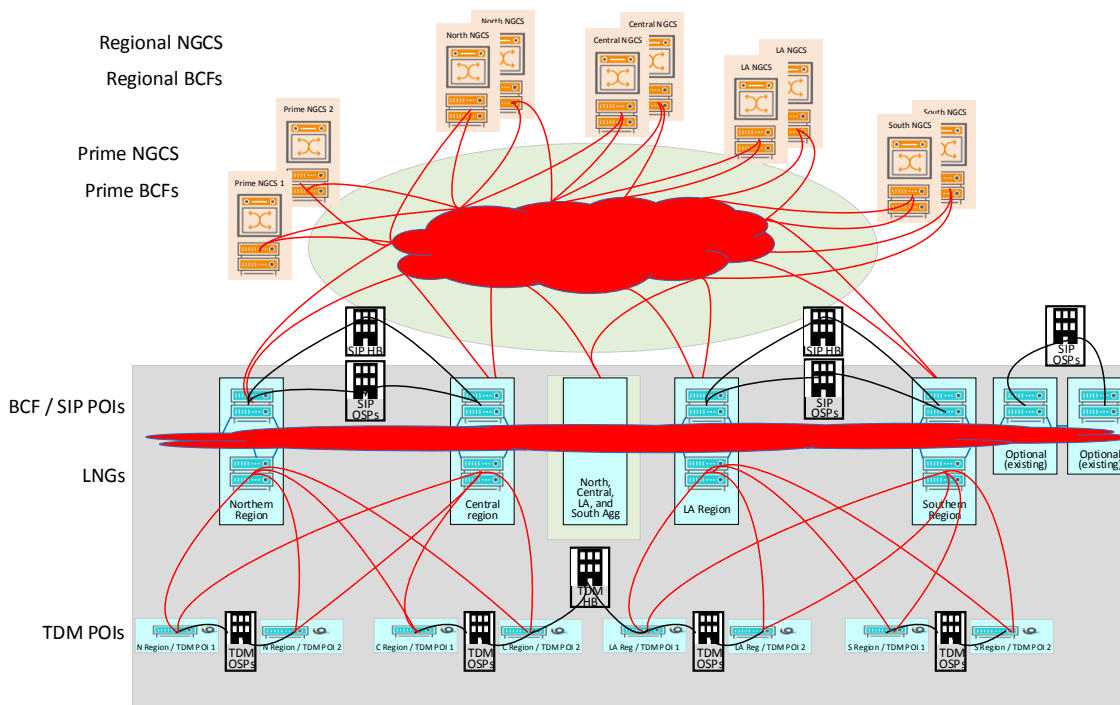
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SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.4 Individual Case Basis (ICB)/Contract Services (Cont'd.)

(B) Initial Aggregation of all Regional SIP OSPs to provide hot backup functionality (Cont'd.)

Figure 4 - Aggregation SIP OSP Calls to Support Hot Backup Requirement



Elements in Red are procured via the Network Trunking section of this tariff, elements in Blue are procured via the Aggregation section of this tariff, elements in Orange are procured via the NGCS tariff, elements in black are the responsibility of the OSPs

Elements in the Gray Panel are included and required in this tariff, Elements in Green panels are available as options in this Tariff, all other elements are not available in this tariff

EMERGENCY SERVICES TARIFF

SECTION 2 - GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (CONT'D.)

2.4 Individual Case Basis (ICB)/Contract Services (Cont'd.)

(C) Support for migration from legacy selective routers to NG9-1-1

The CalOES RFP does not specify a process for migration off the existing legacy Selective Routers to the NG9-1-1 system. Typically, as a first step to migrate the OSPs, a LSRG would be deployed to accept calls from the OSPs and deliver them to the legacy Selective Router which would then deliver the calls to the PSAPs that have not migrated to the NG9-1-1 system. Once all the PSAPs have been migrated the connection between the LSRG and the Selective Routers can be decommissioned as can the Selective Routers.

The NG Trunk Tariff allows for the purchase of the required network facilities to connect the LSRG to the legacy Selective Router, however, interconnection fees charged by the current 9-1-1 service provider, additional labor to support the migration, and the additional functionality provided by a LSRG are not accounted for.

Since the Awarded Prime Vendor will be the first to migrate OSPs off the legacy Selective Routers, the Awarded Prime Vendor, and specifically their NG9-1-1 Call Aggregation vendor, could be charged with deploying the necessary infrastructure to support the migration of the Prime OSPs. That infrastructure could be kept in place to support the migration of the Regional OSPs. As an Awarded Regional Vendor completes the migration of all Regional OSPs, the infrastructure can be decommissioned across the region.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES

No. 1 Description of Service

The services provided in this tariff includes all products, network facilities, and services necessary to aggregate all 9-1-1- calls from every Originating Service Provider (OSP) operating in the relevant California NG9-1-1 Region, perform protocol conversion from TDM to SIP where necessary, and provide for the delivery of all calls to NGCS facilities required by the state. As a complete, turn-key service, all service monitoring, management, updates and upgrades, all project management, and access to all information specified by the state is also included.

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 2 Application for Service

Service is installed by arrangement between the Company and the Governor’s Office of Emergency Services (“Cal OES” or “Customer”).

- (A) Service may be initiated based on a written agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.

In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company if such terms have not been previously disclosed in Customer contracts or other supporting materials.

- (B) **Minimum Service Term**

Unless the Company and Customer agree otherwise in the Service Order Agreement, NG9-1-1 Call Aggregation service will be provided for a minimum term of 60 months (“Minimum Service Term”). The Minimum Service Term will commence on the Service Activation Date. The Minimum Service Term will automatically renew for successive annual periods (each a “Renewal Term”), unless either the Company or Customer sends written notice of non-renewal at least 90 days prior to the end of the Minimum Service Term or any Renewal Term. If Company sends written notice of non-renewal, then the Transition Period set out in Section 3, No. 9(C) will apply.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 3 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings, Special Construction, or to provide supplementary service-level agreements. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 4 Special Information Required on Forms

(A) Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for inter LATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

(B) Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill, please request an explanation from Onvoy, LLC d/b/a Inteliquent. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 5 Deposits

Deposits will not be collected by the Company.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 6 Notices and Communications

- (A) Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (B) Notice by the Company Regarding Rate Information:
1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.
 2. When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
 3. The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
 4. Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 6 Notices and Communications (Cont'd.)

- (C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.
- (E) The Company shall, upon request, provide any applicant for service or Customer the following information:
 - 1. The CPUC identification number of its registration to operate as a telecommunications corporation within California.
 - 2. The address and telephone number of the CPUC to verify its authority to operate.
 - 3. A copy of the CPUC's Consumer Protection Regulations.
 - 4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
 - 5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
 - 6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
 - 7. Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 7 Rendering and Payment of Bills

- (A) Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.

Monthly recurring charges that are based on the quantity of provisioned capacity will be billed in arrears and calculated based on the quantity of provisioned capacity that has been tested and is capable of delivering calls to the NG9-1-1 system as of the last day of each calendar month.

- (B) Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic transfer.
- (C) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt. A late payment charge may be applied if payment is not received by the utility on or before the late payment date which date will be prominently displayed on the customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope.
- (D) Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 7 Rendering and Payment of Bills (Cont'd.)

- (E) “Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.”
- (F) See Rule 4 for other information to be included on the bill.
- (G) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 8 Disputed Bill Procedure

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. The "Due by" date shall be no sooner than 15 days of the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
4. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 8 Disputed Bill Procedure (Cont'd.)

5. The addresses of the CPUC are as follows:

California Public Utilities Commission
Consumer Affairs Branch
California State Building
505 Van Ness Avenue
San Francisco, California 94102
(415) 703-1170
(800) 649-7570
(415) 703-2032 TDD

6. After the investigation and review are completed by the Company as noted in (1.) above, if the customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service

(A) Termination of Service by the Customer

The Customer may terminate NG9-1-1 Call Aggregation services by providing written notice to the Company. A termination liability charge (described in Section C below) will apply to the early termination of a term agreement. The Company and the Customer will establish a mutually agreed upon transition schedule, not to exceed 9 months, to avoid any service disruption.

1. Effect of Termination

Any termination or cancellation of service will not relieve the Customer of its obligation to pay any charges incurred prior to termination. The rights and obligations which by their nature extend beyond the termination of the Service Order Agreement and this tariff shall survive such termination.

(B) Termination of Service by the Company

The Company may terminate the provision of NG9-1-1 Call Aggregation service provided under this tariff without any liability for any of the following reasons: (a) Customer fails to pay any amount by the Due Date (described herein) and does not correct such failure within five days of receiving written notice, (b) Customer fails to comply with any other material term or condition in this tariff and does not correct such failure within thirty days of receiving written notice; or (c) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over the services.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 9 Discontinuance and Restoration of Service (Cont’d.)

(C) Post-Termination Transition Assistance

If the NG9-1-1 Call Aggregation service is terminated for any reason, the Company will provide for a mutually agreed to transition period, not to exceed nine months immediately following the termination date (the "Transition Period"), during which it will do all or any combination of the following:

1. Continue to provide the NG9-1-1 Call Aggregation service to the Customer; and
2. If the Customer will be transitioning the services to alternative services being provided by a successor provider, the Company will provide information and data reasonably necessary to effect the transition to such successor provider, consisting of:
 - (a) Providing assistance to the Customer in transferring Service-related data files in an industry-standard format determined by the Company; and
 - (b) Meeting with the Customer and/or successor provider, at the Company’s election either in person or by telephone, as reasonably requested by the Customer, to discuss transitioning the Services to the successor provider’s replacement services, cutover planning, data transfers and the like.
 - (c) Company will provide up to 100 hours of support for the successor provider transition services described immediately above at no additional cost to Customer.

The NG9-1-1 Call Aggregation service, transition assistance provided by the Company under this Section, information and data provided by the Company during the Transition Period will be provided at the applicable rates set forth in this tariff or, if no rates are set forth, as otherwise mutually agreed to by the parties in writing.

If the NG9-1-1 Call Aggregation service is terminated by the Company due to Customer’s default under Section D above, the Customer will (i) pay monthly in advance for the NG9-1-1 Call Aggregation service provided or performed (based upon the anticipated monthly usage charges, which amount will be calculated by using the average of the Customer’s total charges over the three calendar month period prior to the termination).

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service (Cont'd.)

(D) Notice for Disconnection

1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
3. Written notice will state:
 - the name and address of the Customer whose account is delinquent;
 - the reason for discontinuance;
 - the amount that is delinquent (if applicable);
 - the date when payment or arrangements for payment are required in order to avoid termination
 - the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule No. 8;
 - the procedure the Customer may use to request amortization of the unpaid charges;
 - the telephone number of the Company representative, who can provide additional information or institute arrangements for payment;
 - the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;

(E) Restoration of Service

Restoration of Service is as specified in individually negotiated contracts.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 10 Temporary Service

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 11 Continuity of Service

- (A) Allowances for Interruptions in Service Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 15, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.
- (B) Credit for Interruptions
1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 11 Continuity of Service (Cont'd.)

(B) Credit for Interruptions (Cont'd.)

Interruption of 24 hours or less:	Interruption Period to be Credited
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during anyone 24- hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

(C) Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 11 Continuity of Service (Cont'd.)

(C) Limitations on Allowances (Cont'd.)

4. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:
5. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
6. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
7. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
8. Interruption of service due to circumstances or causes beyond the control of the Company.

(D) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

- (E) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 12 Extensions

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 13 Promotional Offerings

Promotions will not be offered by the Company.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 14 Service Connections and Facilities on Customers' Premises

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 15 Limitation of Liability

- (A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- (B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- (C) Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- (D) The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- (E) Force Majeure

Other than payment, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, to the extent that the same is caused by any cause beyond that party’s reasonable control (a “force majeure event”). The party experiencing the force majeure event shall use reasonable efforts under the circumstances to avoid, limit and remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 15 Limitation of Liability (Cont’d.)

- (F) NG9-1-1 Call Aggregation Service is provided by the Company subject to State statutory limitation of liability and the following subsections.
- (1) The Company's entire liability to the Customer or any person for interruption or failure of any aspect of NG9-1-1 Call Aggregation Service shall be limited by the terms set forth in the rules and regulations of this tariff, and in any sections of other tariffs which apply to the provision of NG9-1-1 Call Aggregation Service by the Company. NG9-1-1 Call Aggregation Service is offered solely to assist the Customer in providing NG9-1-1 service in conjunction with applicable fire, police, and other public safety agencies. By providing NG9-1-1 Call Aggregation Service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer.
 - (2) The Company shall have no liability whatsoever, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any act or omission of the Company or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of NG9-1-1 Call Aggregation Service other than an act or omission constituting wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the Customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer. In no event shall the Company be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of NG9-1-1 Call Aggregation Service.
 - (3) The Customer shall indemnify and hold harmless the Company from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise 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 Customer or any of its employees, directors, officers, contractors or agents except for Company acts of willful or wanton misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of NG9-1-1 Call Aggregation Service or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of NG9-1-1 Call Aggregation Service.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 15 Limitation of Liability (Cont’d.)

(F) (Cont’d.)

- (4) The Company shall have no liability whatsoever, whether in contract, tort, or otherwise, associated with the provision of NG9-1-1 Call Aggregation Service when any E911 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 multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.
- (5) The Company shall have no liability whatsoever, whether in contract, tort, or otherwise, associated with the provision of any aspect of NG9-1-1 Call Aggregation Service when there is a failure of or interruption of NG9-1-1 Call Aggregation Service due to the attachment of any equipment by a Customer to the Company facilities. The Customer may, with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Such 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 such attachments will degrade NG9-1-1 Call Aggregation Service ordered by the Customer, the Company facilities, or otherwise affect its telephone operations.
- (6) The Company shall have no liability whatsoever, whether in contract, tort, or otherwise, caused by an act or omission of the Company in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to Emergency Response Agencies responding to calls placed to an NG9-1-1 Call Aggregation Services or Customers using such information to provide an NG9-1-1 Service.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 15 Limitation of Liability (Cont'd.)

(F) (Cont'd.)

- (7) The Company shall have no liability whatsoever, whether in contract, tort, or otherwise, to any person arising from its provision of, or failure to provide, NG9-1-1 Call Aggregation Services to any subscriber to a nonregulated telephone service (e.g., shared tenant service). It is the obligation of the Customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all NG9-1-1 Call Aggregation Services telephone calls that originate from telephones within the Customer's service area. Neither the Customer nor the Company shall have any responsibility for NG9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the Customer's service area.
- (8) The Company shall have no liability whatsoever, whether in contract, tort, or otherwise, for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused 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.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 16 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.
- (D) Unauthorized Use
 1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
 2. Service shall not be used for any purpose in violation of law.
 3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers or interfere with the Company's reasonable ability to provide the service to others.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 17 Responsibilities of the Customer

- (A) The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of applicable charges.
- (B) Service Connections for Company provided services are to be made by only those personnel authorized by the Company.
- (C) The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 18 Special Construction

(A) Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

(B) To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

1. The period on which the termination liability is based is the estimated service life of the facilities provided.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor, and supervision;
 - 3) transportation; and
 - 4) rights of way and/or any required easements;
 - b. license preparation, processing, and related fees;
 - c. tariff preparation, processing and related fees;
 - d. cost of removal and restoration, where appropriate; and
 - e. any other identifiable costs related to the specially constructed or rearranged facilities
3. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 19 Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT’D.)

No. 20 Special Taxes, Fees, Charges

- (A) Rate schedules of the Company in California do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.
- (B) The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company’s Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.
- (C) All state and local taxes and fees shall be listed as separate line items on the Customer’s bill.
- (D) If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- (E) Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 21 Change of Service Providers

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 22 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic Customer information without first notifying the Customer and obtaining written consent. For example, the Company will provide required Customer information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carriers) as necessary to provide service within or between service areas; and to the Federal Communications Commission or the CPUC.

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 23 Directories

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 24 Nonpublished Service

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 25 Legal Requirements for Refusal or Discontinuance of Service

N/A

EMERGENCY SERVICES TARIFF

SECTION 3 – RULES (CONT'D.)

No. 26 Demarcation Points

N/A

EMERGENCY SERVICES TARIFF

SECTION 4 - LIST OF CONTRACTS AND DEVIATIONS

Name and Location of Customer	Type or Class of Service	Execution And Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff Schedule No.	Contract Differences
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EMERGENCY SERVICES TARIFF

SECTION 5 – SAMPLE FORMS

1. Disconnection Notice

THIS IS A FINAL DISCONNECTION NOTICE. PAY \$_____ PRIOR TO _____
TO AVOID DISCONNECTION OF YOUR BASIC TELEPHONE SERVICE.

Dear Customer: Phone number _____

By paying the amount noted above by the date noted above you will avoid the inconvenience of all or part of your service being interrupted and will avoid a charge of \$_____ for reconnection services. If payment arrangements are not made within five days of temporary suspension, your incoming telephone service will be suspended. Seven days later, your account will be terminated.

If you cannot pay your balance please call us at _____ to arrange for an acceptable payment arrangement plan.

If you have already made full payment, please disregard this notice.

Account number _____
Amount enclosed _____
Total amount due \$ _____

EMERGENCY SERVICES TARIFF

SECTION 5 – SAMPLE FORMS (CONT'D.)

2. Customer Alert

Our records show that your account is past due in excess of _____ days. The intent of Onvoy, LLC d/b/a Inteliquent is to assist our customers to meet their business needs. We would like to offer you assistance with payment options. Please contact us at _____ to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by (month, date, year) then we will have to disconnect your services. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

EMERGENCY SERVICES TARIFF

SECTION 5 – SAMPLE FORMS (CONT'D.)

3. Returned Check Charges

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A returned check charge of \$_____ will be applied to your account along with your previous balance.

Please contact us at _____ and make arrangements to pay your bill in full.