

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW JERSEY
OF
NGA 911, L.L.C.

This Service Guide contains the descriptions, regulations, and rates applicable to the provision of telecommunications services by NGA 911, L.L.C. within the State of New Jersey. A copy of this Service Guide will be available for public inspection during regular business hours at the Company's office located at 8383 Wilshire Boulevard, Suite 800, Beverly Hills, California 90211. Additionally, copies are available upon request by contacting the Company at (877) 899-8337.

Effective Date: November 21, 2020

Issued By:

Don Ferguson, Chief Executive Officer
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Beverly Hills, CA 90211

CHECK SHEET

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Effective Date: November 21, 2020

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PRELIMINARY STATEMENT

NGA 911, L.L.C. (the "Company") has been granted authority by the New Jersey Board of Public Utilities ("the Board") to operate as a facilities-based provider and reseller of telecommunications services within the State of New Jersey, subject to the availability of suitable facilities. This Service Guide applies only to services for which applicable law or Board orders requires inclusion in general terms and conditions of service. Otherwise, all services are furnished on a fully contract basis.

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SYMBOLS USED IN THIS SERVICE GUIDE

- (C) - Change in regulation
- (D) - Discontinued rate, treatment or regulation
- (I) - Increase in rate
- (M) - Move of text from one location to another - no change in rate, treatment or regulation
- (R) - Reduced rate
- (T) - Text change - no change in rate, treatment or regulation

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SECTION 1 – DEFINITIONS

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this Service Guide.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR"): Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Automatic Location Identification ("ALI"): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI"): A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Board: The term "Board" refers to the New Jersey Board of Public Utilities.

Company: The term "Company" or "Utility" means NGA 911, L.L.C.

Customer: The term "Customer" is synonymous with the term "Subscriber" and means the entity that contracts for service under this Service Guide or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations.

Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for E9-1-1 systems.

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

Effective Date: November 21, 2020

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SECTION 1 - DEFINITIONS (CONT'D)

Default Routing ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point: The physical dividing point between the Company's network and the customer.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

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 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the public agency responsible for answering 9-1-1 calls (usually a PSAP).

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

E9-1-1 (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate a public safety response.

E911 Service Area: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 Customer: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Service Guide, E9-1-1 Emergency Service does not include discretionary equipment purchased or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

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SECTION 1 - DEFINITIONS (CONT'D)

Geographic Information System (GIS) - A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

i3 - A standard by which NENA defines functional and interface standards for NG9-1-1.

Legacy Network Gateway (LNG) - An NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.

Legacy PSAP Gateway (LPG) - The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency calls between legacy PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

Next Generation 9-1-1 (NG9-1-1) – NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities.

NG9-1-1 Core Services (NGCS) – The base set of services needed to process a 9-1-1 call using the standards and interfaces of i3. These services are enabled by the NGCS Functional Elements ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate.

NG9-1-1 Database – ALI Database, Geographic Information System (GIS) and/or the Location Information Server (LIS).

Effective Date: November 21, 2020

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SECTION 1 - DEFINITIONS (CONT'D)

NGCS Functional Elements – Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Selective Routing ("SR"): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Subscriber: See definition of "Customer."

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS

2.1 Description of Service

- A. The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs). Certain services and functionalities are subject to mandatory requirements. Descriptions of the Company's services in this Service Guide are for illustrative purposes and shall not be interpreted as meaning that all such described services are provided pursuant to this Service Guide.
- B. The Company does not undertake, by this Service Guide, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation. In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.
- C. The Company's services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or requirements as set forth in this Service Guide.
- B. At the time of all initial contacts for service, Applicants will be informed of the services available to the class of Subscriber to which the Applicant belongs.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Subscriber pays for service. The written confirmation will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit will be given the reason for the denial in writing within 10 days of the denial of service.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Contracts

- A. To the extent that the Company is required by order of the Board or other applicable law to abide by the provisions of this Service Guide in the furnishing of service, no deviation from such provisions is permitted except by special contract filed and approved by the Board.
- B. Each special contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Board as said Board may from time to time direct in the exercise of its jurisdiction."

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Special Information Required on Forms

A. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company.

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

2.6 Deposits and Advance Payments

The Company does not require the payment of deposits or advance payments.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.7 Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Board, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service, including promotional offerings, will be provided in writing upon request by an Applicant or Subscriber. Requests for such information may be made by contacting the Company during regular Business Hours by telephone at 877-899-8337. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.7 Notices (Cont'd)

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - a. The name and address of the Subscriber.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Board where the Subscriber may direct inquiries.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.7 Notices (Cont'd)

D. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. Board Order and Case Number confirming the Company's authority to operate as a telecommunications provider within New Jersey.
2. The address and telephone number of the Board to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the Board applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

E. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's Service Guide.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills 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 Subscriber. Each bill may contain monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office 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, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.9 Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Section 2.7(C)(1). The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Board or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (iv) Any violation of the conditions governing the furnishing of service.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least eight (8) days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 Discontinuance and Restoration of Service (Cont'd)

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its Service Guide.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.11 Continuity of Service/Allowances for Service Interruptions

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Service Guide by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as specified below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Service Guide.

A. Credit for Interruptions

1. 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)2.11 Continuity of Service/Allowances for Service Interruptions (Cont'd)

A. Credit for Interruptions (Cont'd)

3. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

(a) If interruption continues for less than 24 hours:

- i) 1/30th of the monthly rate if it is the first interruption in the same billing period.
- ii) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

(b) If interruption continues for more than 24 hours:

- i) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- ii) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.
- iii) Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
- iv) Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)2.11 Continuity of Service/Allowances for Service Interruptions (Cont'd)

A. Credit for Interruptions (Cont'd)

3. (Cont'd)

(b) If interruption continues for more than 24 hours: (Contd')

- v) For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Service Guide, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Service Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Service Guide, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Effective Date: November 21, 2020

Issued By:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)2.11 Continuity of Service/Allowances for Service Interruptions (Cont'd)

B. Limitations on Credit Allowances

No credit allowance will be made for:

- (1) interruptions due to the negligence of, or non-compliance with the provisions of this Service Guide, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- (2) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- (3) interruptions of service during any 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;
- (4) interruptions of service during any period when the customer has released service to the Company for aintenance purposes or for implementation of a customer order for a change in service arrangements; e. interruptions of service due to circumstances or causes beyond the control of the Company.

Effective Date: November 21, 2020

Issued By:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.12 Limitation of Liability

Liability of the Company

- A. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Service Guide, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- B. The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this Service Guide; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- C. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- D. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Service Guide shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

Effective Date: November 21, 2020

Issued by:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.13 Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any person who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the cost of the service received and the Company's cost of investigation and collection as determined by a court.

2.14 Customer Responsibility

- A. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the Board or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the Board or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
- B. In addition and without limitation, Customer, authorized users, or joint users 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.

Effective Date: November 21, 2020

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.15 Temporary Service

Provision of temporary service or service to a speculative project for which an extension of facilities by the Company is required will be furnished only on an individual case basis, subject to a special contract.

2.16 Extensions of Lines

The extension of any line or other facilities to enable service to an Applicant for service will be undertaken only on an individual case basis, subject to a special contract.

2.17 Facilities on Customer's Premises and Service Connections

The Customer shall permit the Company, including its authorized employees, agents, or contractors, such access to the Customer's premises to enable the Company to install such facilities and equipment at the Customer's premises that is required to provide service, and to maintain, repair, replace, and remove any such facilities or equipment, once installed.

2.18 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.19 Taxes and Fees

Municipal excise taxes are billed as separate line items and are not included in the rates quoted herein. 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.

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SECTION 3 - SERVICE OFFERINGS

3.1 EMERGENCY SERVICES

(1) Applicability

Services and functionalities listed in this section that are not subject to Board jurisdiction are furnished only on a contract basis, except where the contract between the Customer and the Company provides otherwise.

Effective Date: November 21, 2020

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SECTION 4 - RATES AND CHARGES

<u>NG 9-1-1 Service Item</u>	<u>Unit of Measure</u>	<u>NRC</u>	<u>MRC</u>
NG 9-1-1 Transitional Services			
NRC Project Initiation and Design		\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
ALI and associated data - as a standalone service		-	\$ ICB
Geo-coding from ALI Database	Per valid record	-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB
NG 9-1-1 Trunk Services			
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	\$ ICB
NG 911 One-time Circuit Install & Test	Per Connection	\$ ICB	-
NG 9-1-1 Aggregation Services			
NRC Project Initiation and Design	Per Region	\$ ICB	-
IP Soft switch	Regional Call Volume	-	\$ ICB
BCF - Border Control Function	Regional Call Volume	-	\$ ICB
SBC - Session Border Control	Regional Call Volume	-	\$ ICB
Security / firewall	Regional Call Volume	-	\$ ICB
Management, monitoring	Regional Call Volume	-	\$ ICB
LNG – Legacy Network Gateway (if SS7 is used)	Per Gateway	-	\$ ICB

Effective Date: November 21, 2020

Issued By:

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SECTION 4 - RATES AND CHARGES (Cont'd)

<u>NG 9-1-1 Service Item</u>	<u>Unit of Measure</u>	<u>NRC</u>	<u>MRC</u>
NG 9-1-1 Regional Core Service			
NGCS per NENA i3 requirements and standards	Per Region	-	\$ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ICB
IV & V - Independent Verification & Validation	Per Region	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Per Region	-	\$ ICB
Call Logging	Per Region	-	\$ ICB
Statewide Outage Reporting	Per Region	-	\$ ICB
NRC Project Initiation and Design	Per Region	\$ ICB	-
NRC New Technology Region Integration	Per Region	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-
NG 9-1-1 Prime Specific Functions and Services			
NGCS per NENA i3 requirements and standards	Statewide	-	\$ ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ ICB
NG Text to 9-1-1 – Web Based OTT	Per position	-	\$ ICB
NG Text to 9-1-1 – Integrated Per PSAP - \$			
IV & V - Independent Verification & Validation	Statewide	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Statewide	-	\$ ICB
Call Logging	Statewide	-	\$ ICB
Outage Reporting	Statewide	-	\$ ICB
NRC Project Initiation and Design	Statewide	\$ ICB	-
NRC New Technology Statewide Integration	Statewide	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-
Statewide 911 GIS	Per PSAP	\$ ICB	-
Statewide Call Data Record Management System	Per PSAP	\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB

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