

COMPETITIVE ACCESS PROVIDER TARIFF

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NGA 911, L.L.C.  
COMPETITIVE ACCESS PROVIDER SERVICES  
Regulations and Schedule of Charges  
For Business and Enterprise Customers Only

This tariff contains the descriptions, regulations, and rates applicable to the provision of competitive access provider services by NGA 911, L.L.C. within the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission. A copy of this tariff schedule 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. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

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**CHECK SHEET**

Pages of this tariff as listed below 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.

<b>Page</b>	<b>Number of Revision</b>	<b>Page</b>	<b>Number of Revision</b>	<b>Page</b>	<b>Number of Revision</b>
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\* Indicates new or revised tariff page included in this filing

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**LIST OF MODIFICATIONS**

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**TARIFF FORMAT**

- A. 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 14.1.
- B. 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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence:** There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.i
- D. Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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SECTION 1 - GENERAL

1.1 Explanation of Symbols

- (C) Change
- (I) Increase
- (D) Decrease

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**SECTION 1 – GENERAL (Cont'd)****1.2 PRELIMINARY STATEMENT**

NGA 911, L.L.C. (the "Company") has been granted authority by the Pennsylvania Public Utility Commission (the "Commission") to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of Pennsylvania, subject to the availability of suitable facilities. This tariff applies only to services for which applicable law or Commission orders require the provision of service on a tariffed basis. Otherwise, all services are furnished on a fully non-tariffed basis.

This tariff is intended to be in conformance with all applicable State and Federal laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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**SECTION 2 – RULES AND REGULATIONS****2.1 – 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 tariff and in special contract for local exchange service.

**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.

**Commission:** The term "Commission" means the Pennsylvania Public Utility Commission.

**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 tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations.

**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.

**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.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.1 - Definitions** (Cont'd)

**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.

**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.

**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.

**GIS:** Geographic Information System is a framework for gathering, managing, and analyzing data.

**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).

**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.

**Legacy Network Gateway ("LNG"):** Legacy Network Gateway is the point of logical demarcation for a Time Division Multiplex (TDM) connection with a NG9-1-1 network.

**Master Street Address Guide ("MSAG"):** Master Street Address Guide is a database of street addresses and corresponding Emergency Service Numbers.

**Next Generation Core Services ("NGCS"):** Next Generation Core Services means the software elements and related databases that are needed to process a 9-1-1 call on the NG9-1-1 network.

**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."

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2 – Description of Service

- 2.2.1 The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs). Certain services and functionalities are subject to mandatory tariffing requirements. Descriptions of the Company's services in this tariff are for illustrative purposes and shall not be interpreted as meaning that all such described services are provided pursuant to this tariff; this tariff applies only to services that are subject to mandatory tariffing.
- 2.2.2 The Company does not undertake, by this tariff, 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.
- 2.2.3 The Company's services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 – Application for Service

- 2.3.1 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 deposit requirements as set forth in this tariff.
- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 – Contracts

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

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 - Special Information Required on Forms

2.5.1 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:

- 2.5.1.1 When to pay the bill;
- 2.5.1.2 Billing detail including the period of service covered by the bill;
- 2.5.1.3 Late payment charge and when applied;
- 2.5.1.4 How to pay the bill;
- 2.5.1.5 Questions about the bill;
- 2.5.1.6 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.

COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 - Special Information Required on Forms (Cont'd)

2.5.2 Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

2.6.1 A deposit will not be required if:

2.6.1.1. 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

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

2.6.2 The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.7 - Deposits and Advance Payments****2.7.1 Deposits:**

- 2.7.1.1. **Requirement:** The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
- 2.7.1.2. **Amount:** The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
- 2.7.1.3. **Nondiscrimination:** Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 2.7.1.4. **Refund or Credit:** The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.
- 2.7.1.5. **Interest:** Interest will be added to the deposit at a rate of 6% per annum, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

**2.7.2 Advance Payments:**

- 2.7.2.1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage.
- 2.7.2.2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.8 - Notices****2.8.1 General**

2.8.1.1. 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 Commission, 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.

2.8.1.2. 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.

**2.8.2 Rate Information**

Rate information and information regarding the terms and conditions of service, included 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.

**2.8.3 Discontinuance of Service**

2.8.3.1. 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.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 – Notices (Cont'd)

2.8.3 Discontinuance of Service (Cont'd)

2.8.3.2. 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 Commission where the Subscriber may direct inquiries.

2.8.4 Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 - Notices (Cont'd)

2.8.5 Privacy

The Company is restricted from releasing nonpublic customer information. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

2.8.6 Other

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

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

2.8.7 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 tariffs.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.9 - Rendering and Payment of Bills**

- 2.9.1 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.
- 2.9.2 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. The post mark date, of a bill payment that has been mailed to the Company, will be considered as the date of 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. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment is not accepted by the corresponding banking institution.
- 2.9.3 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.
- 2.9.4 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 deposit or guarantee, 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.
- 2.9.5 Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.25% per month from the due date on all delinquent amounts.
- 2.9.6 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.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 - Disputed Bills

- 2.10.1 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.
- 2.10.2 If a Subscriber and the Company are unable to resolve billing disputes to their mutual satisfaction, the Subscriber may file an informal complaint with the Commission using the information below.

Bureau of Consumer Services  
Pennsylvania Public Utility Commission, Secretary's Bureau  
Commonwealth Keystone Building, 2nd Floor  
400 North Street,  
Harrisburg, Pennsylvania 17120  
Tel: 1-800-692-7380

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11 - Discontinuance and Restoration of Service

2.11.1 Discontinuance by Subscribers

- 2.11.1.1. Subscribers may discontinue service by giving the Company proper notice as specified in Section 2.8.3. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
- 2.11.1.2. 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.

2.11.2 Discontinuance by the Company

- 2.11.2.1. The Company may discontinue service under the following circumstances:
- (a) 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.
  - (b) A violation of, or failure to comply with, any regulation governing the furnishing of service.
  - (c) Failure to post a required deposit or guarantee.
  - (d) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
  - (e) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
  - (f) Any violation of the conditions governing the furnishing of service.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11 - Discontinuance and Restoration of Service (Cont'd)

2.11.2 Discontinuance by the Company (Cont'd)

- 2.11.2.2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least seven (7) 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.

2.11.3 Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or 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 tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 - 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 Tariff 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 Tariff.

2.12.1 Credit for Interruptions

2.12.1.1 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.

2.12.1.2 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.

2.12.1.3 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.

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 COMPETITIVE ACCESS PROVIDER TARIFF
 

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## SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 - Continuity of Service/Allowances for Service Interruptions (Cont'd)

## 2.12.1 Credit for Interruptions (Cont'd)

## 2.12.1.3 (Cont'd)

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

- 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.
- 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 Tariff, 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 Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, 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.

## 2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

- 2.12.2.1 interruptions due to the negligence of, or non-compliance with the provisions of this tariff, 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;
- 2.12.2.2 interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- 2.12.2.3 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;
- 2.12.2.4 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.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.13 – Limitation of Liability

2.13.1 Liability of the Company

- 2.13.1.1 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 tariff, 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.
- 2.13.1.2 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 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 tariff; or for any act or omission of the Customer or Subscriber; not 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.
- 2.13.1.3 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.
- 2.13.1.4 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 tariff 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.

COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.14 – Use of Service for Unlawful Purposes

- 2.4.1 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.
- 2.14.2 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 tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.15 – Customer Responsibility**

- 2.15.1 Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense), 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), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
- 2.15.2 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.

COMPETITIVE ACCESS PROVIDER TARIFF

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.16 – Temporary Service

2.16.1 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.

COMPETITIVE ACCESS PROVIDER TARIFF

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.17 – Extensions of Lines

2.17.1 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.

COMPETITIVE ACCESS PROVIDER TARIFF

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.18 – Facilities on Customer's Premises and Service Connections

2.18.1 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.

COMPETITIVE ACCESS PROVIDER TARIFF

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.19 - Individual Case Basis (ICB) and Customized Pricing Arrangements (CPA)

2.19.1 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.

2.19.2 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. CPA rates will be provided under contract to a customer. Upon Commission request, the Company will file (can be under seal) a copy of the CPA with the Commission.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**SECTION 3. SERVICE OFFERINGS****3.1 EMERGENCY SERVICES****3.1.1 Applicability**

Services and functionalities listed in Section 4 to which mandatory tariffing requirements do not apply are furnished only on a non-tariffed basis, except where the contract between the Customer and the Company provides otherwise. The rates and charges specified apply only to emergency services that are subject to mandatory tariffing under applicable law or Commission orders.

Charges for the following will vary and will be dependent upon the specific needs and functions of an individual customer and provided on a CPA basis:

- Project Initiation and Design
- Integration Services (to connect PSAPs into the ESInet)

## COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 4. RATES AND CHARGES

<b>NG 9-1-1 Tariff Service Item</b>	<b>Unit of Measure</b>	<b>NRC</b>	<b>MRC or Usage</b>
<b>NG 9-1-1 Transitional Services</b>			
Selective Routing - as a standalone service		Not Available	
ALI and associated data - as a standalone service	Per POP Covered	–	\$0.00501
Geo-coding from ALI Database	Per valid record	–	\$0.00385
GIS Data synchronization	Per valid record	–	\$0.025
MSAG update process	Per valid record	–	\$0.025
<b>NG 9-1-1 Trunk Services</b>			
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	–	\$300
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	–	\$500
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	–	\$900
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	–	\$1,200
NG 911 One-time Circuit Install & Test	Per Connection	\$1,500.00	–
<b>NG 9-1-1 Aggregation Services</b>			
IP Soft switch	Regional Call Volume	–	\$0.019
BCF - Border Control Function	Regional Call Volume	–	\$0.001
SBC - Session Border Control	Regional Call Volume	–	\$0.001
Security / firewall	Regional Call Volume	–	\$0.001
Management, monitoring	Regional Call Volume	–	\$0.002
LNG (if SS7 is used)	Per Gateway	\$2,000	\$3,500

## COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 4. RATES AND CHARGES (Cont'd)

<b>NG 9-1-1 Tariff Service Item</b>	<b>Unit of Measure</b>	<b>NRC</b>	<b>MRC or Usage</b>
PSAP NGCS Licensing	Per POP/Per Population Served		\$0.10
PSAP High Availability Service	Per PSAP		\$500
PSAP Maintenance	Per POP		\$0.01
NGCS per NENA i3 requirements and standards	Statewide	ICB	\$10,000
LPG - Legacy PSAP Gateway	Per Gateway	\$1,500	\$500
NG Text to 9-1-1 – Web Based OTT	Per position	\$500	\$100
NG Text to 9-1-1 – Integrated	Per PSAP	\$1,000	\$200
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$2,500	\$150
PSAP Integration	Per PSAP	\$5,500	
Performance Reporting	Statewide	\$5,000	\$1,500
Call Logging	Statewide	\$5,000	\$1,500
Outage Reporting	Statewide	–	\$5,000
Statewide 911 GIS	Per PSAP	\$1,000	\$100
Statewide Call Data Record Management System	Per PSAP	\$200	\$100
Selective Routing - as a standalone service		Not Available	
GIS Data synchronization	Per valid record	–	\$0.025
MSAG update process	Per valid record	–	\$0.025