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Introduction

This Price List of Terms and Conditions, Services, and Rates ("Price List") describes the terms, conditions, and rates under which Airbus DS Communications, Inc. ("Airbus" or "Company") will provide telecommunications services, including 9-1-1 Emergency Services and NG9-1-1 Emergency Services in the state of Florida. By executing an Airbus Service Order Agreement (SOA) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOA or Customer Agreement or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Price List are subject to availability and may not be available in all locations. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company's control.

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CHECK SHEET

Sheets 1 through 46 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	Number of Revision	Page	Number of Revision
1	Original	29	2 nd Revised*
1.1	Original*	30	Original
2	Original	31	1st Revised
3	2 nd Revised*	31.1	Original
4	2 nd Revised*	32	Original
5	1 st Revised*	33	1 st Revised*
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	1st Revised
11	Original	39	Original
12	1 st Revised*	40	Original
13	Original	41	Original
14	Original	42	2 nd Revised*
15	1 st Revised*	43	2 nd Revised*
16	Original	44	2 nd Revised*
17	1 st Revised*	45	Original
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24	Original		
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An asterisk (*) indicates new or revised tariff page

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1 <u>GENERAL</u>

1.1 **Explanation of Symbols**

- (C) To signify a changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in a rate
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

1.2	Application of Price List
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1.2.1	Reserved for Future Use	(D)
1.2.2	The Company's services are available to government and quasi- government Public Safety Answering Points (PSAPs).	(C) (C)

- 1.2.3 The Company's service territory is Statewide.
- 1.2.4 Continued use of, or payment for, services provided under an SOA or Customer Agreement after notification of modification to the terms and conditions described in this Price List shall be deemed acceptance of those modifications.

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An electrical device located in a central office, a Customer premises or anywhere along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

- 1.3.46 <u>Public Agency</u> See "Governing Body"
- 1.3.47 <u>Public Safety Answering Point (PSAP)</u> A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider. PSAPs operate under the direction of the Governing Body and are responsible to direct the disposition of 9-1-1 calls.
- 1.3.48 <u>Recurring Charges</u> The charges to the Customer for services, facilities and equipment, that continue to be assessed, usually on a monthly basis, for the agreed upon duration of the service.
- 1.3.49 <u>Selective Routing</u>

The process by which 9-1-1 calls/messages are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI database record (in Legacy 9-1-1 systems).

- 1.3.50 <u>Selective Routing Tandem</u> See "E9-1-1 Tandem"
- 1.3.51 <u>Service Interruption</u>

The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

1.3.52 <u>Service Order Agreement (SOA) or Customer Agreement</u> The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of an

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

Company intends to offer 9-1-1 emergency services to government and quasi-government Public Safety Answering Points (PSAPs) and may also provide other local exchange telecommunications services and interexchange telecommunications services including, but not limited to, business resold and facilities-based local, interexchange, bundled interexchange, and wholesale or carrier-to-carrier Next Generation 9-1-1 services, including bundles of data, voice and/or wireless services in support of Next Generation 9-1-1 service. Applicant will not provide residential telecommunications services.

2.2 **Obligations of the Customer**

- 2.2.1 The customer shall be responsible for:
- 2.2.1.1 Making proper application for service; placing any necessary orders, entering and into an SOA or Customer Agreement with the Company; complying with the SOA or Customer Agreement and price list regulations; payment of all applicable charges for services pursuant to this price list; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.
- 2.2.1.2 In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories is required to reimburse the Company for loss, through theft, of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.
- 2.2.1.3 All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.
- 2.2.1.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for

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demonstrate its compliance with this section prior to accepting an order for service and entering into an SOA or Customer Agreement with the Customer.

- 2.2.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this price list, any other price list of the Company, or with the SOA or Customer Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.2.3 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.2.4 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list or the SOA or Customer Agreement including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.3 Liability of the Company

2.3.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer or warrantees or representations imposed by the Company should be upheld in a court of law.

Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to the following:

Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company.

Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof

Any unlawful or unauthorized use of Company facilities and services.

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company- provided facilities or services; or by means of the combination of Company-provided facilities or services.

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wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

- 2.3.1.1.2 The remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at Company's expense.
- 2.3.2 Service Irregularities
- 2.3.2.1 Nothing in this price list shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.
- 2.3.2.2 The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.
- 2.3.2.3 Connections with Other Telecommunications Providers When the Company uses the facilities or services of other companies to establish connections or provide services to Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, or employees, that limit the ability of Company to provide services to Customer as described in the SOA or Customer Agreement and this price list.
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- 2.3.3 Maintenance and Repair
- 2.3.3.1 All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.
- 2.3.3.2 At the Customer's request, non-service affecting maintenance and repair 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.

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this price list or mutually agreed upon by contract. Penalties may apply for early termination of the SOA or Customer Agreement.

- 2.4.2.2 Except as otherwise stated in this price list or an SOA or Customer Agreement, at the expiration of the initial term specified in each or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 60 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred under the SOA or Customer Agreement and this price list prior to termination. The rights and obligations that by their nature extend beyond the termination of the term shall survive such termination.
- 2.4.3 Cancellation and Deferments
- 2.4.3.1 When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.5 **Payment for Service**

- 2.5.1 The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.
- 2.5.2 Customers will be billed directly by the Company and charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company with the applicable Customer.
- 2.5.3 Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly for services

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There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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2.6 **Customer Deposits**

2.6.1 The Company does not collect customer deposits.

2.7 Late Payment Charges

- 2.7.1 A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill and may not exceed 5% of the total original unpaid charges. Billed balances upon which late charges are calculated do not include any charges billed as local taxes.
- 2.7.2 Collection procedures and temporary disconnection of service are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.
- 2.7.3 The late payment charge does not apply to the following:
 - Bills mailed more than ten days after bill date.
 - Final bills.
 - One time miscellaneous bills.
 - Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.
 - Payments received within 15 days of the billing invoice date.

2.8 **Customer Complaints and Billing Disputes**

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 The Company provides the following toll free number (1-844-291-6988) for customers to contact the carrier.
- 2.8.3 The Company will not collect attorney fees or court costs from customers.

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2.9 Taxes and Fees

- 2.9.1 Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.
- 2.9.2 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 and for the privilege of employment within the municipality shall be so surcharged.
- 2.9.3 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.9.4 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.
- 2.9.5 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.

2.10 Adjustment of Charges

- 2.10.1 Service Interruptions
- 2.10.2 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.
- 2.10.3 Credit for failure of service or equipment will be allowed only when failure is (N) caused by or occurs in the equipment owned, provided, and billed for, by the Company. (N)
- 2.10.4 The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the

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price list, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the price list or as further defined.

- 2.10.5 No credit allowance shall be made for interruptions due to electric power (T) failure where, by the provisions of this price list, the Customer is responsible for providing electric power.
- 2.10.6 Should any such error, mistake, omission, interruption, failure, delay, (T) defect or malfunction of equipment or facilities result in an interruption or failure of service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the price list monthly rate for all services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.
- 2.10.7 In addition and not by way of limitation, in the event that there is a delay (T) in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service, then any refunds due, as provided within agreements with the customer, shall be applied.
- 2.10.8 Under all circumstances set forth above, the Company shall not be liable (T) to the Customer or any other persons for special, incidental, punitive, or consequential damages, losses, expenses, or costs, if any.
- 2.10.9 Overcharge/Undercharge
- 2.10.9.1 When a customer has been overcharged, the amount shall be refunded (T) or credited to the customer.
- 2.10.9.2 When a customer has been undercharged, the amount of undercharge (T) shall be billed to the customer consistent with applicable state rules and/or contractual agreements.

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special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

2.12 **Termination of Service**

- 2.12.1 Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.
- 2.12.2 If a Customer cancels an SOA or Customer Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination.
- 2.12.3 The Customer's liability for early cancellation or termination of service shall be equal to the following:
- 2.12.3.1 All unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer;
- 2.12.3.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer;
- 2.12.3.3 Fifty percent (50%) of the remaining contract value for the services provided under the SOA or Customer Agreement.
- 2.12.3.4 To the extent that there is no other requirement for use by the Company for facilities specially constructed at the request of the Customer pursuant to Section 2.11, termination charges in addition to those described in this Section may apply as determined on an Individual Case Basis.
- 2.12.3.5 Inclusion of termination liability by the Company in this price list or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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day on which it is not prepared to accept payment of the amount due and to reconnect service.

- 2.14.3.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.3.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to services provided by the Company.
- 2.14.4 The following may not constitute cause for refusal of service to a present or prospective Customer:
- 2.14.4.1 Failure of a prior Customer to pay for service at the premises to be serviced;
- 2.14.4.2 Failure to pay for a different class of service for a different entity;
- 2.14.4.3 Failure to pay the bill of another Customer as guarantor of that bill;
- 2.14.4.4 Failure to pay directory advertising charges;
- 2.14.4.5 Failure to pay an outstanding bill that is over 7 years old, unless the;
- 2.14.4.6 Outstanding bill is for service obtained by the Customer by means of tampering with equipment furnished by the Company or by unauthorized use of service by any method; or
- 2.14.4.7 Outstanding bill is for service obtained by the Customer by means of an application made:
 - (i) In a fictitious name,
 - In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

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Elements are described below and are referenced in the Network Element Diagram in this Section.

3.1.3.1 IP Transport from Data Center to PSAP Call Handling System Host

The IP network connects the Data Center to the Call Handling System Host.

- 3.1.3.2 Ingress Network The Point of Ingress and Interconnection for the Originating Service Provider (OSP) is the Legacy Network Gateway (LNG). The Point of Ingress and interconnection for a Legacy 9-1-1 Service Provider, if any, is the Legacy Selective Router Gateway (LSRG). The Company will provide the points of ingress (for interconnection) where the OSP trunks and/or SIP circuits of other providers will terminate.
- 3.1.3.3 End Office to Tandem Trunks matching the current tandem trunking services provided or P.01 grade of service, whichever is less.

3.1.3.4 Egress Network The Company will terminate its IP transport to 1) the Legacy PSAP Gateway where the PSAP 9-1-1 analog trunks terminate or when the Company is to connect to an IP Enabled Call Handling System, the Company will terminate its IP transport 2) to the IP router serving the IP Enabled Call Handling System.

3.1.3.5 Inter-tandem trunks to LEC 9-1-1 Tandems matching the current intertandem trunking services provided to the PSAP.

Additional Inter-tandem trunks to other E9-1-1 tandems are chargeable (refer to section 3.1.3.7.6).

3.1.3.6 Legacy Selective Router Gateways (LSRG's) will be provided to terminate trunking back to the existing E9-1-1 LEC tandem during the transition phase. These trunks will allow call transfers between the LEC E9-1-1 tandem and the Company's selective routers.

After the Company's selective router installation is complete and in-service, the Company will provide the LSRG and trunks that the Company deems necessary for the handling of E9-1-1 call transfer between the Company's selective router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

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Network Element Diagram

3.1.3.7 **Exclusions**:

For the purpose of clarity, any network elements not described in Section 3.1.3. are excluded. Notwithstanding the foregoing, for purposes of clarity, the following are excluded from Network Elements.

- 3.1.3.7.1 9-1-1 Call Handling System Host(s) to the 9-1-1 Call Handling Work Stations.
- 3.1.3.7.2 Reserved for Future Use
- 3.1.3.7.3 10 digit lines for the purpose of call transfer/conference. Administrative lines.
- 3.1.3.7.4 Reserved for Future Use
- 3.1.3.7.5 Non-IP Selective Router to PSAP trunks (administrative lines or point-topoint TDM trunks for ALI)

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- 3.1.3.7.6 Inter-tandem trunks in excess of those currently providing service to the PSAP to LEC and other 9-1-1 Tandems
- 3.1.3.7.7 ALI circuits to ALI database (when database provided by other than Airbus)
- 3.1.3.7.8 ALI maintenance terminal circuits
- 3.1.3.7.9 Disaster Alternative Network The Company does not furnish additional PSTN (Public Switched Telephone Network) services for alternative disaster mode conditions.
- 3.2 **Reserved for Future Use (NG9-1-1)**
- 3.3 **Private Switch 9-1-1 (PS9-1-1)** Private Switch/Location Database Service may be provided upon request and subject to the availability of facilities.

4. Description of Other Services and Offerings

4.1 **Trial Services**

4.1.1 The Company may offer new services, not otherwise in the price list, from time to time on a trial basis subject to Commission approval, if required. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

4.2 **Promotional Offerings**

4.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval, if required. The Company may file a promotional offering on one day's notice to the Commission.

4.3 Individual Case Basis ("ICB") Offerings

4.3.1 The price list may not specify the price of a service in the price list as ICB. The Company may or may not have an equivalent service in its price list on file with the Commission, and the quoted ICB rates may be different than the price list rates. An ICB must be provided under contract to a

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