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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 Vesta Solutions, Inc. ("Vesta" 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 a Vesta 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.

CHECK SHEET

Sheets 1 through 63 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.

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1.3 **Definition of Terms** 1.3.1 9-1-1 A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency. 1.3.2 9-1-1 Database (N) Database in which 9-1-1 data is compiled as relevant 9-1-1 Records for an applicable PSAP(s). 1.3.3 9-1-1 Records Customer name, address (MSAG valid), associated telephone number(s), class of service, type of service and include a registered dial tone provider NENA ID for each OSP customer. (N) 1.3.4 9-1-1 Service Provider (T)The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 Calls placed by callers, delivering the 9-1-1 Calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI. 1.3.5 Affiliate (N) "Affiliate" of a Party means any entity that controls, is controlled by or is under common control with such Party. An "Affiliate" of a NG9-1-1 Customer means those PSAPs that are served by the NG9-1-1 Customer's Vesta NG9-1-1 Service. (N)1.3.6 **ALI Database** (T) A system of manual procedures and computer programs used to create, store and update ALI information. 1.3.7 **Authorized User** (T) A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service. 1.3.8 Automatic Numbering Identification (ANI) (T) A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a Call originates.

1.3.9	Automatic Location Identification (ALI) The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.	(T)
1.3.10	Basic Local Exchange Carrier Any person holding a Certificate of Public Convenience and Necessity issued pursuant to Florida Rules to offer local exchange telecommunications services whether as a facility-based carrier or as a reseller.	(T)
1.3.11	Basic Local Exchange Service or Basic Service The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a Call within an exchange area and any other services or features that may be added by the Commission.	(T)
1.3.12	<u>Call</u> A generic term used to include any type of Request For Emergency Assistance (RFEA); and is not limited to voice.	(T)
1.3.13	Call Bridging The act of adding an additional party to an existing Call; i.e., the origination of another leg on an existing Call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the Call after the additional party is added.	(T)
1.3.14	Call Routing The process of delivering a 9-1-1 Call to the appropriate PSAP.	(T)
1.3.15	Call Transfer The act of adding an additional party to an existing Call; i.e., the origination of another leg on an existing Call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.	(T)
1.3.16	Central Office (CO) A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.	(T)
1.3.17	Commission Florida Public Service Commission	(T)

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Cancels 1st Revised Page 8 1.3.27 E9-1-1 Tandem or E9-1-1 Selective Routing Tandem (T) The switch that provides the routing and switching of 9-1-1 Calls. The E9-1-1 Tandem controls delivery of the Call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP. 1.3.28 E9-1-1 Trunks (T) The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 Call to the E9-1-1 tandem. 1.3.29 (T) Emergency Call Routing Function (ECRF) A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency Call toward the appropriate PSAP for the caller's location or towards a responder agency. 1.3.30 Emergency Service Number (ESN) (T)An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 Call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). 1.3.31 Emergency Services IP Network (ESInet) (T) An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an

1.3.32 <u>Emergency Services Routing Proxy (ESRP)</u>
An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy.

IP-based inter-network (network of networks). The term ESInet designates

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

the network, not the services that ride on the network.

1.3.34	<u>Facilities</u> Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.	(T)
1.3.35	Geographic Information System (GIS) A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.	(T)
1.3.36	Geospatial Routing The process by which 9-1-1 Calls 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 geo coordinates (longitude and latitude).	(T)
1.3.37	Governing Body A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or state or the board of directors of a special district that oversees the PSAP(s) within the Governing Body's jurisdiction.	(T)
1.3.38	Holiday New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.	(T)
1.3.39	i3 A standard by which NENA defines functional and interface standards for NG9-1-1.	(T)
1.3.40	i3 Logging An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.	(T)
1.3.41	Individual Case Basis (ICB) A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. The Company may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer	(T)

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and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided

pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

1.3.42 Inside Wire

(T)

Wiring located on the building owner's Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

1.3.43 Joint User

(T)

A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

1.3.44 Legacy Network Gateway (LNG)

(T)

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.

1.3.45 <u>Legacy PSAP Gateway (LPG)</u>

(T)

The Legacy PSAP Gateway 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.

1.3.46 <u>Legacy Selective Router Gateway (LSRG)</u>

(T)

The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling Calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

1.3.47 Local Access and Transport Area (LATA)

(T)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

1.3.48 <u>Local Exchange Carrier</u>

(T)

Any person authorized by the Commission to offer local exchange telecommunications services whether as a facility-based carrier or reseller.

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The closest practicable point to where facilities of the Company cross a

(T)

1.3.56

Minimum Point of Entry

property line or enter a building.

1.3.57 <u>National Emergency Number Association (NENA)</u>

(T)

A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

1.3.58 Network Control Signaling

(T)

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (Call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

1.3.59 NG9-1-1 Core Services (NGCS)

(T)

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. See Emergency Services IP Network.

1.3.60 NG9-1-1 Customer

(N)

Municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number (9-1-1) and which have purchased Vesta NG9-1-1 Service. NG9-1-1 Customers may consist of one PSAP or several PSAPs, in which case, such PSAPs are "affiliates" of the NG9-1-1 Customer.

1.3.61 NG9-1-1 Database

ALI Database, Geographic Information System (GIS) and/or the Location

Information Server (LIS).

(N)

1.3.62 <u>NGCS Functional Elements</u>

(T)

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.

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1.3.72 **Premises** (T) All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building. 1.3.73 Private Branch Exchange (PBX) (T) A private telephone switch which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer. 1.3.74 Protector (T) 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. 1.3.75 Pseudo Automatic Number Identification (pANI) (T) A number consisting of the same number of digits as ANI, and used to guery routing and ALI databases. It may identify a wireless cell, cell sector or PSAP (N) to which the call should be routed. (N) 1.3.76 Public Agency (T) See "Governing Body" 1.3.77 Public Safety Answering Point (PSAP) (T) 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. (T)

1.3.78 **Recurring Charges**

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.

1.3.79 Selective Routing

> The process by which 9-1-1 Calls 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.

1.3.80

1.3.81

(N)

(N)

(T)

(T)

(T)

(T)

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) or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG9-1-1 Service) or whatever forms are developed as 9-1-1 continues to evolve. Selective Routing is performed through the use of, among other things, "Selective Router Trunks". Selective Router Trunks that carry traffic between entities that provide Selective Routing are "inter-Selective Router Trunks" or "inter-SR Trunks".

Selective Routing Tandem
See "E9-1-1 Tandem"

Service Interruption
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.

1.3.82 Service Order Agreement (SOA) or Customer Agreement
The written request for Company services executed by the Customer and the
Company in the format devised by the Company. The signing of an
SOA or Customer Agreement by the Customer and acceptance by the
Company initiates the respective obligations of the parties as set forth therein
and pursuant to this price list.

1.3.83 Session Initiation Protocol (SIP)
A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet.
Used as the Call signaling protocol in VoIP, i2 and i3.

1.3.84 Spatial Interface
Spatial Interface is the interface between the GIS provided information and the functional elements that consume GIS data, such as the ECRF and/or LVF.

1.3.85 TDD/Text Phone
A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

(·)

Vesta Solutions, Inc., the filer of this price list.

1.3.92 Wire Center

(T)

The building that houses the local switching equipment (Central Offices) from which exchange and private line services are furnished and where cable facilities are terminated.

1.3.93 Wire Center Serving Area

(T)

The area of the exchange served by a single wire center.

The Customer is the Governing Body that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

3.1 **Network Elements**

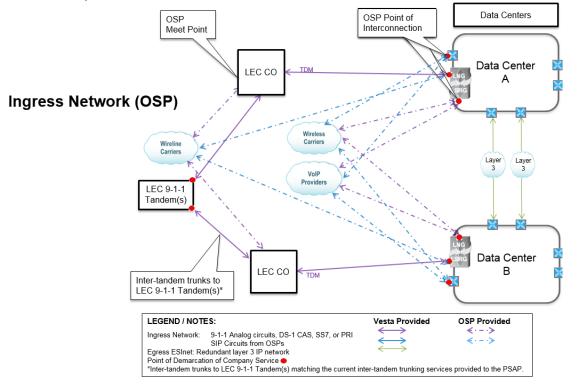
The Company's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. The Company Network Elements are described below and are referenced in the Network Element Diagram in this Section.

Telecommunications Service Priority (TSP) is provided on all network circuits, as applicable or allowable.

3.1.1 Ingress Network

Originating Service Providers (OSP) shall connect TDM traffic to the Company's Legacy Network Gateways (LNG) as specified by the Company at the OSP Point of Interconnection (POI) or a Company defined Meet Point within the Incumbent Local Exchange Carrier network.

OSP originated SIP traffic must terminate at the OSP POI of the Company specified data centers.



3.1.1.1 Legacy Selective Router Gateways (LSRG's) will provide trunking back to the existing E9-1-1 LEC tandem during the transitional phase. These trunks will allow Call Transfers between the LEC E9-1-1 tandem and the Company's Call routers and vice-versa.

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 Call router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

3.1.1.2 The Company will provide Inter-tandem trunks to LEC 9-1-1 Tandems matching the current inter- tandem trunking services provided to the PSAP.

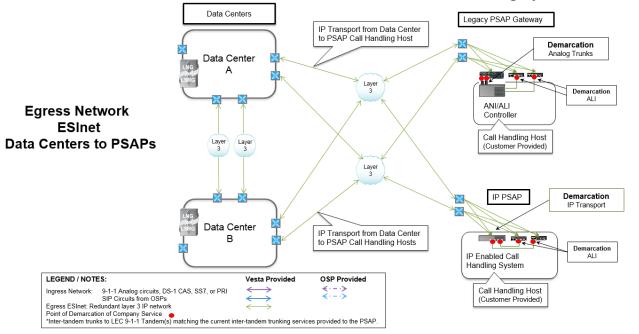
Additional Inter-tandem trunks to other E9-1-1 tandems are chargeable (refer to section 3.1.3.6).

3.1.2 **ESInet (Egress)**

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. Legacy PSAP Gateways are offered separately via ICB arrangements.

3.1.2.1 The Company will provide IP Transport from Data Center to the PSAP's Call Handling System Host or Gateway.

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



4.4 Customized Pricing Arrangements ("CPAs") Offerings

4.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the price list rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission, upon request.

5. Rates & Charges

5.1 E9-1 -	1 Emergency Service ¹	Monthly Rate Per Person Served ²	
	E9-1-1 Call Routing + E9-1-1 ANI		
5.1.1	(Reference: Section 3.2.1)	\$0.100	
	E9-1-1 ALI Database (DB) Services + DB		
5.1.2	Management (Reference: Section 3.2.2)	\$0.025	
	E9-1-1 Network Elements		
5.1.3	(Reference: Section 3.1)	\$0.025	
	E9-1-1 Call Routing + E9-1-1 ANI + E9-1-1		
	ALI DB Services + DB Management +		
5.1.4	E9-1-1 Network Elements	\$0.120	
	(Reference: Section 3.1 – 3.2)		

¹ Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

² Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (http://www.census.gov/popest/counties/).PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

6 NG9-1-1 SYSTEM - PROVIDER SERVICE

6.1. General

NG9-1-1 System - Provider Service is an offering that enables OSP/Customer to interconnect to Company's network at Company Points of Interconnection (POIs) for the delivery of OSP end user 9-1-1 Calls to the appropriate PSAP.

- 6.1.1 The terms, conditions and rates for NG9-1-1 System Provider Service described in this Price List are applicable to OSP/Customer in the absence of an executed and validly effective interconnection agreement for similar services entered into by OSP/Customer and Company that is in effect prior to the effective date of this Price List, or until such time as there is an executed and validly effective interconnection agreement between the Parties.
- 6.1.2 This Price List sets forth the terms and conditions by which OSP/Customer(s) are to deliver 9-1-1 traffic originating on their networks to PSAPs that have purchased Vesta NG9-1-1 Services. Pursuant to the Company's agreement with the NG9-1-1 Customer, Vesta will provide to OSPs interfaces at the applicable Points of Interconnection ("Vesta POIs") and/or Meet Points (MP) designated by Vesta through which OSPs can route and deliver their 9- 1-1 traffic to the NG9-1-1 Customer and their affiliated PSAPs (the "Service"). Vesta and OSPs shall be referred to individually as a "Party" and collectively as the "Parties".
- Where there is a conflict between this Price List and a validly executed and effective interconnection agreement between OSP/Customer and Company, the rates terms and conditions of such interconnection agreement shall control.
- 6.1.4 OSP/Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

6.2 Service Areas

NG9-1-1 System Provider Services are provided subject to availability of facilities and equipment throughout the authorized areas within the state of Florida.

6.3 Vesta NG9-1-1 Service

- 6.3.1 This Price List also sets forth the terms and conditions under which other 9-1-1 Service Providers establish facilities and inter-Selective Router Trunks to exchange 9-1-1 traffic with Vesta. The need for such 9-1-1 traffic exchange occurs:
 - when other 9-1-1 Service Provider(s) and Vesta both serve PSAPs within a split wire center;
 - during the transition period when a PSAP is migrating from its legacy 9-1-1 Service Provider to Vesta NG9-1-1 Service; and/or
 - where a PSAP is served by more than one 9-1-1 Service Provider, one
 of which is Vesta.

Each of these scenarios may require inter-Selective Router Trunks between the 9-1-1 Service Provider and Vesta NG9-1-1 Service to accommodate 9-1-1 traffic routing and transfers of misrouted 9-1-1 calls.

The terms of this Price List shall apply only in those areas in which a NG9-1-1 Customer has purchased Vesta NG9-1-1 Services and only in those areas served by PSAPs affiliated with the NG9-1-1 Customer.

6.3.2 Vesta Responsibilities when establishing Points of Interconnection and Meet Points between OSPs and Vesta NG9-1-1 Service.

The Vesta POIs established as part of the Service are subject to change at any time.

In providing Vesta NG9-1-1 Services to an OSP, Vesta shall have the following responsibilities:

6.3.2.1 Call Routing

Vesta will route the OSP's 9-1-1 traffic from the Vesta POI and/or MPs to the primary PSAP or to the alternate locations designated by the NG9-1-1 Customer, according to routing criteria specified by the NG9-1-1 Customer. Vesta will forward the ANI/pANI that Vesta receives from the OSP during initial call delivery to the PSAP. If no ANI/pANI is forwarded by the OSP, Vesta will send a failure code in the Emergency Service Central Office (ESCO) format for display at the PSAP.

Where Vesta is the PSAP ALI/Location Services provider, Vesta will deliver the associated 9-1-1 ALI to the PSAP for display in response to a query from the PSAP. If ANI is forwarded by the wireline or fixed VoIP OSP, but no ALI record is found in the E9-1-1 database, Vesta will report it as a "No Record Found" condition to the OSP.

6.3.2.2 Trunking Interface

Vesta will provide the OSP the required trunking interface (TDM) or IP interface (SIP) at the Vesta POI. Vesta will additionally provide the OSP the Carrier Facility Assignment (CFA) to leverage Vesta defined Meet Points.

6.3.2.3 9-1-1 Database

Where Vesta manages the 9-1-1 Database, then:

- Vesta shall allow OSPs access to the 9-1-1 Database to store the OSP's customers' 9-1-1 Records;
- Vesta shall also allow access to the Vesta 9-1-1 Database for the initial loading and updating of the OSP's customers' 9- 1-1 Records; and
- Vesta shall accept electronically transmitted files that are based upon NENA 2.1 standards as specified by Vesta. Manual (i.e., facsimile) entry shall be utilized only in the event that the 9-1-1 Database is not functioning properly.
- 6.3.3 OSP Responsibilities in the Establishment of Connection to the Points of Interconnection and Meet Points with Vesta NG9-1-1 Services.

When using the Service, the OSP shall have the following responsibilities:

6.3.3.1 <u>Call Routing (for OSP's own switches)</u>

- OSP will transport 9-1-1 calls to the designated Vesta POI or MP
- OSP will forward the ANI information of the Party calling 9-1-1 along with the voice call to Vesta.

6.3.3.2 Facilities and Trunking (for OSP's own switches)

6.3.3.2.1 OSP Facilities to the Vesta POI or MP

- The OSP shall furnish Facilities from its switch or Point of Presence to the Vesta POI as a DS1 interface or IP Interface. The OSP may furnish its own Facilities or obtain them from a third party.
- OSP shall be financially responsible for the transport facilities to each Vesta POI to deliver 9-1-1 calls for its customers.
- OSP acknowledges that its customers may be served by different PSAPs.
- OSP shall provide Vesta with written notice that OSP has made the routing changes to point their end office traffic to Vesta POI.

6.3.3.2.2 OSP TDM Trunking to Vesta LNG

OSP shall obtain a minimum of two (2) one-way outgoing ES Trunk(s) distributed to each Vesta LNG (minimum of 2) dedicated for originating 9-1-1 calls for each PSAP of an NG9-1-1 Customer. The Parties prefer to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking; however, if required by the OSP, the Parties may implement MF trunking. In the event that NG9-1-1 Customer for such county or geographic area has a specified varying default routing condition, the OSP is responsible for obtaining ES Trunk groups to each of the Vesta LNGs for each county, default PSAP or other geographic area that the OSP serves.

6.3.3.2.3 OSP IP Trunking to POI

 OSP shall obtain a minimum of two (2) IP dedicated circuits distributed to each Vesta POI (minimum of 2) dedicated for originating 9-1-1 calls for each PSAP of an NG9-1-1 Customer. The Parties shall established a trusted SIP trunk between each of respective Parties Session Border Controllers.

6.3.3.2.4 Engineering Standards, Maintenance and Trouble Tickets

- OSP shall engineer its ES Trunks and network to maintain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law.
- OSP shall maintain Facility transport capacity sufficient to route 9-1-1 traffic over ES Trunks dedicated to 9-1-1 between the OSP switch and the Vesta POI.

- OSP shall order sufficient trunking to route its originating 9-1-1 calls to the designated Vesta POI or MP.
- Diverse (i.e., separate) 9-1-1 Facilities are highly recommended and may be required by a state commission, FCC or NG9-1-1 Customer. If required by a state commission or the NG9-1-1 Customer, the OSP shall provision diverse Facilities. OSP is responsible for initiating ES Trunk and Facility orders for diverse routes for 9-1-1 Interface.
- OSP shall monitor its ES Trunks for the purpose of determining originating network traffic volumes. If OSP's traffic study indicates that additional ES Trunks are needed to meet the current level of 9-1-1 call volumes, OSP shall provision additional ES Trunks for interface with Vesta POI or MP.
- OSP is responsible for the isolation, coordination and restoration of all 9-1-1 Facility and 9-1-1 trunk maintenance issues up to the Vesta POI or MP. When notifying Vesta of a failure or outage, OSP acknowledges and agrees that it shall provide the 9-1-1 trunk identification. The Parties agree to work cooperatively and expeditiously to resolve any 9-1-1 outage.
- OSP shall identify ES Trunks when opening a trouble ticket or addressing maintenance issues.
- OSP shall comply with regulatory directives regarding 9-1-1 trunking requirements.

6.3.3.3 Database

- Once the interface between OSP and the Vesta 9-1-1 database has been established and tested, OSP or its representatives shall be responsible for providing OSP's customer's 9-1-1 Records to Vesta for inclusion into the 9-1-1 Database on a timely basis and maintaining said records as required.
- OSP or its representative(s) is responsible for electronically providing
 OSP customer's 9-1-1 Records and updating this information.
- OSP or its agent shall provide initial and ongoing updates of OSP customers' 9-1-1 Records in an electronic format. Initial and ongoing

- updates are expected to contain addresses that are valid in a Master Street Address Guide (MSAG).
- OSP shall adopt use of a Company/NENA ID on all OSP customer 9-1-1 Records in accordance with NENA 2.1 standards. The Company ID is used to identify the carrier of record in facility configurations.
- OSP is responsible for providing Vesta updates to the E9-1-1 database; in addition, OSP is responsible for correcting any errors that may occur during the entry of its data to the Vesta DBMS.
- 6.3.4 Joint responsibilities when OSP establishes connection to the Points of Interface with Vesta NG9-1-1 Service:

Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E9-1-1 calls from OSP's network to the designated Vesta POI or MP.

Vesta, either acting on its own or through a designated third party, and OSP will cooperate to promptly test all 9-1-1 trunks and facilities between OSP's network and the Vesta POI or MP.

The Parties shall take all steps necessary to resolve any issues with the 9-1-1 network, including, but not limited to, outages, as quickly as possible.

6.3.5 Establishing Facilities and the exchange of traffic between other 9-1-1 Service Providers and Vesta:

6.3.5.1 Geographic Applicability and General Conditions

- This paragraph 6.3.5 sets forth the terms and conditions under which other 9-1-1 Service Providers and Vesta will establish facilities and exchange 9-1-1 traffic under the conditions set forth in paragraph 6.1. For purposes of this paragraph 6.3.5, other 9-1-1 Service Provider(s) and Vesta shall be referred to collectively as the Parties and singularly as a Party.
- The Parties acknowledge and agree that they can only provide E9-1-1 and NG9-1-1 Service in territories where they are the designated 9-1-1 Emergency Services call routing provider, and only in E9-1-1 and NG9-1-1 Service configurations purchased by the PSAP customer and its Affiliates.

- The Parties agree that access to each other's SR equipment and DBMS is provided on an "as is" basis.
- Nothing in this paragraph 6.3.5 shall obligate either Party to aggregate other carriers' traffic.

6.3.5.2 <u>Inter-SR Trunks and Facilities and Routing for Call Transfers</u>

- The Parties will deploy and maintain one-way inter-SR Trunks from their selective router or POI to the other Party's Selective Router or POI for the routing and transfer of calls to and from PSAPs handled by the other Party's E91-1 system.
- If the Parties so agree, each Party may charge the other Party for the inter-SR Trunks at the applicable interconnection rate. Otherwise each Party will be responsible to procure their own one way inter-SR trunks to the other Parties managed PSAP network accordingly.
- Each Party has the option of providing its own facilities for the inter-SR Trunks or obtaining the facilities from a third Party. Where the OSP has facilities, 9-1-1 Service Provider can also obtain its facilities from the OSP by ordering them directly as rated and specified via any applicable Interconnection agreement, applicable special access tariff, guidebook and/or price list.
- Each Party will design its inter-SR Trunk groups to support the existing E9-1-1 generic of the Legacy E9-1-1 Selective Router tandem.
- Each Party will establish and maintain a sufficient number of inter-SR
 Trunks to support simultaneous inter-SR PSAP call transfers such that
 a P.01 grade of service is attained.
- Each Party will cooperate to provide the appropriate number of oneway outgoing 9-1-1 inter-SR Trunks over diversely routed facilities, where available, between selective routers or POI/MPs, as appropriate, to enable transfer of 9-1-1 calls between PSAPs served by each of the Parties.
- Each Party will maintain appropriate dial plans to support inter-SR wireless 9-1-1 call transfers.

- Each Party will alarm and monitor its respective originating 9-1-1 inter-SR Trunks and work cooperatively to restore service in accordance with federal, state and local 9-1-1 rules.

6.3.5.3 Transfer of Wireless 9-1-1 Calls from PSAPs Serviced by legacy providers

- Interoperability Arrangements

To the extent the Parties implement inter-SR Trunks in support of call transfer with Phase 2 data (ALI) for wireless 9-1-1 calls, the Parties shall work cooperatively to have wireless carriers load pANI shell records into their respective ALI databases. The Parties shall update their respective ALI steering tables in their respective ALI Databases in order to support 9-1-1/E9-1-1 Service call transfers between each Party's respective PSAP with ALI for wireless 9-1-1 calls.

ALI Database Responsibilities
 Where the Parties implement inter-selective router Trunks in support of PSAP-to-PSAP call transfer with ALI for wireless 9-1-1, each Party shall load pANI shell records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for wireless 9-1-1 calls.

6.3.6 Methods and Practices

With respect to all matters covered by this Price List, each Party will comply with all of the following (to the extent applicable to 9-1-1 and E9-1-1 Database access):

- all FCC and applicable state commission rules and regulations;
- any requirements imposed by any governmental authority other than a state commission;
- the terms and conditions of state commission-ordered tariff(s) or price lists where applicable; and when and where applicable, the principles expressed in the recommended standards published by NENA.

6.3.7 Modifications Required by NG9-1-1 Customer

The terms and conditions set forth in this Price List reflect Vesta's anticipated standard terms for the Service and are predicated on the following assumptions:

- The NG9-1-1 Customer agrees to the standard terms and conditions under which Vesta plans to offer Vesta NG9-1-1 Services, including the number and types of Vesta POIs and MPs to be used as interfaces with OSPs and call routing to PSAPs; and
- Vesta or an entity designated by the NG9-1-1 Customer will manage the NG9-1-1 Database as well as access to the database.

The Parties recognize that these assumptions can be modified by the NG9-1-1 Customer and the Parties will work to establish Points of Interface and call routing to PSAPs pursuant to the directions of the NG9-1-1 Customer; and accordingly, Vesta reserves the right to modify the Service as necessary. Such modified arrangements shall be set forth in a written agreement between the Parties.

6.3.8 Limitation of Liability

This Price List shall be construed so as to allow the Parties to take maximum advantage of any protections afforded to providers of NG9-1-1 Service and E9-1-1 Service, whether such protections shall be established by statute (both federal and state), tariff or judicial decision. The Parties acknowledge and agree that any liability associated with the provision of such NG9-1-1 Service will be allocated between the Parties based on applicable federal and state statutory liability for providers of 9-1-1 service.

6.3.9 Rates – Vesta NG9-1-1 Services/Originating Service Providers

Wireline						
Meet Point		POI		SIP		
NRC	MRC	NRC	MRC	NRC	MRC	
\$600	\$113	\$450	\$84	\$338	\$63	

Wireless							
	Meet	Point	POI		SIP		
DS0 Channels (up to)	NRC	MRC	NRC	MRC	NRC	MRC	
10	\$4,500	\$306	\$3,375	\$191	\$2,531	\$143	
25	\$4,500	\$765	\$3,375	\$477	\$2,531	\$358	
50	\$4,500	\$1,530	\$3,375	\$954	\$2,531	\$715	
100	\$4,500	\$3,000	\$3,375	\$1,908	\$2,531	\$1,431	
101 or more	\$4,500	\$3,000	\$3,375	\$2,250	\$2,531	\$1,688	

The MRC rates are billed per OSP. MRC rates are based on the aggregate total of DS0's or the total concurrent Real-Time Protocol (RTP) streams delivered via SIP. A one-time NRC applies per OSP. MRC will be adjusted based upon subsequent additions or deletions. As an example of the application of rates billed for a wireless OSP delivering 23 DS0's to the Vesta POI, the following applies: an NRC of \$3,375 and an MRC of \$477. If the wireless OSP is delivering 34 circuits to the Vesta POI, the following applies: an NRC of \$3,375 and an MRC of \$954.