Tariff Applicable to

TELECOMMUNICATIONS SERVICES

Telecommunications Services Furnished by

Vesta Solutions, Inc.

Between Points Within the State of Nebraska

Paula Pileggi, Sr. Director, Trust & Regulatory, Software Enterprise
Vesta Solutions, Inc.
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Introduction

This Tariff of Terms and Conditions, Services, and Rates ("Tariff") 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 Nebraska. 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 Tariff 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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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 Page 14 and 15 would be 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

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
2.1.1.1

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Sheets 1 through 59 inclusive of this tariff 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 tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
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11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
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17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	Original	56	Original
26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original		
30	Original		
31	Original		

An asterisk (*) indicates new or revised tariff page

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1 GENERAL

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 Tariff

1.2.1 Reserved for Future Use

1.2.2 The Company's services are available to government and quasi-government Public Safety Answering Points (PSAPs).

1.2.3 The Company's service territory is Statewide. The Company hereby mirrors the Map and Legal Description of the exchanges by Incumbent Local Exchange Carriers identifying their service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis.

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 Tariff shall be deemed acceptance of those modifications.

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

1.3.3 ALI Database
A system of manual procedures and computer programs used to create, store and update ALI information.

1.3.4 Authorized User
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.

1.3.5 Automatic Numbering Identification (ANI)
A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a Call originates.

1.3.6 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.

1.3.7 Basic Local Exchange Carrier
Any person holding a Certificate of Public Convenience and Necessity issued pursuant to Nebraska Rules to offer local exchange telecommunications services whether as a facility-based carrier or as a reseller.

1.3.8 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.

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1.3.9 Call
A generic term used to include any type of Request For Emergency Assistance (RFEA); and is not limited to voice.

1.3.10 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.

1.3.11 Call Routing
The process of delivering a 9-1-1 Call to the appropriate PSAP.

1.3.12 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.

1.3.13 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.

1.3.14 Commission
Nebraska Public Service Commission

1.3.15 Common Carrier
An authorized company or entity providing telecommunications services to the public.

1.3.16 Company
Vesta Solutions, Inc. (“Vesta”)

1.3.17 Customer
A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

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1.3.18 Customer Premises
A location designated by the Customer for the purposes of connecting to the Company's services.

1.3.19 Customer Premises Equipment (CPE)
Communications or terminal equipment located in the customer's facilities – Terminal Equipment at a PSAP.

1.3.20 Data Synchronization
Keeping multiple datasets in coherence with one another to maintain data integrity.

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

1.3.22 Demarcation Point
A defined boundary dividing one area of responsibility from another.

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

1.3.24 E9-1-1 Tandem or E9-1-1 Selective Routing Tandem
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.

1.3.25 E9-1-1 Trunks
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.

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1.3.26 Emergency Call Routing Function (ECRF)
A functional element in an ESInet which is a LoST protocol server where 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.

1.3.27 Emergency Service Number (ESN)
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).

1.3.28 Emergency Services IP Network (ESInet)
An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network.

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

1.3.30 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.

1.3.31 Facilities
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.

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

1.3.33 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).

1.3.34 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.

1.3.35 Holiday
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

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

1.3.37 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.

1.3.38 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 tariff for which there is a rate, and the quoted ICB rates may be different than the tariff rates. ICB must be provided under contract to a customer 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 tariff may be individualized for a

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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.

1.3.39 Inside Wire
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.

1.3.40 Joint User
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.

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

1.3.42 Legacy PSAP Gateway (LPG)
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.

1.3.43 Legacy Selective Router Gateway (LSRG)
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.

1.3.44 Local Access and Transport Area (LATA)
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.

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

1.3.46 Local Exchange Service
The furnishing of telecommunications services by a Local Exchange Carrier to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.

1.3.47 Location Database (LDB)
The Location Database (LDB) server retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in an NG9-1-1 deployment.

1.3.48 Location Validation Function (LVF)
A functional element in an NGCS that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call and adequate and specific enough to direct responders to the right location.

1.3.49 LoST (Location-to-Service Translation) Protocol
A protocol used generally for location-based Call Routing. In NG9-1-1, used as the protocol for the ECRF and LVF.

1.3.50 Maintenance of Service
Maintenance of Service denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Customer Premises Visit Charges will apply.

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

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1.3.52 Meet Point
A meet point is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

1.3.53 Minimum Point of Entry
The closest practicable point to where facilities of the Company cross a property line or enter a building.

1.3.54 National Emergency Number Association (NENA)
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.

1.3.55 Network Control Signaling
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.

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

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

1.3.58 NG9-1-1 Emergency Services
NG9-1-1 Emergency Services means a secure, IP-based, open-standards system comprised of hardware, software, data, NGCS Functional Elements, and operational policies and procedures.

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1.3.59 Non-listed service
Telephone numbers that are not published in the telephone directory but are available through directory assistance.

1.3.60 Non-published service
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

1.3.61 Nonrecurring Charge (NRC)
The initial charge, usually assessed on a one-time basis, to initiate and establish service.

1.3.62 Originating Carrier / Originating Service Provider (OSP)
An entity that provides telecommunications services to an end user placing a Call.

1.3.63 Person
Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

1.3.64 Physical Demarcation
A mutually-defined boundary dividing one area of responsibility for managing tangible assets, such as computers, routing hardware, or transmission lines from another.

1.3.65 Point of Interconnection (POI)
A Physical Demarcation between an originating carrier network and an NG9-1-1 network.

1.3.66 Policy Routing Function (PRF)
That functional component of an Emergency Services Routing Proxy that determines the next hop in the SIP signaling path using a policy.

1.3.67 Premises
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

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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.

1.3.68 Private Branch Exchange (PBX)
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.

1.3.69 Protector
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.

1.3.70 Pseudo Automatic Number Identification (pANI)
A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

1.3.71 Public Agency
See "Governing Body"

1.3.72 Public Safety Answering Point (PSAP)
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.

1.3.73 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.

1.3.74 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.

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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).

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

1.3.76 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.

1.3.77 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 tariff.

1.3.78 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.

1.3.79 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.

1.3.80 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.

1.3.81 Telecommunications Device for the Deaf (TDD)/Text Phone Emergency
Access Provides 9-1-1 access to individuals that use TDDs and computer modems.

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1.3.82 Telecommunications Relay Services (TRS)
These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

1.3.83 Telecommunications Service Priority (TSP)
An FCC program that directs telecommunications service providers (e.g., wireline and wireless phone companies) to give preferential treatment to users enrolled in the program when they need to add new lines or have their lines restored following a disruption of service, regardless of the cause. The FCC sets the rules and policies for the TSP program and the U.S. Department of Homeland Security manages the TSP program.

1.3.84 Telematics
Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics Calls to the appropriate responding agencies, where facilities permit.

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

1.3.86 Vesta Solutions, Inc.
Vesta Solutions, Inc., the filer of this tariff.

1.3.87 Wire Center
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.

1.3.88 Wire Center Serving Area
The area of the exchange served by a single wire center.

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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:

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 tariff regulations; payment of all applicable charges for services pursuant to this tariff; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

2.2.1.1 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 or wiring destroyed. The Customer is required to reimburse the Company for loss, through theft, of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.2.1.2 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.

2.2.1.3 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment for the provision of the Company's services.

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2.2.1.4 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff and any service agreement between the Customer and the Company and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

2.2.1.5 The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on the Customer's premises. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.2.1.6 Customer shall obtain, maintain, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to

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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 tariff, any other tariff 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 tariff 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 tariff 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 tariff 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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Breaches in the privacy or security of communications transmitted over Company facilities.

Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in section 2.3.1.1.1.

Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.

Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.

Any non-completion of Calls due to network busy conditions.

Any Calls not actually attempted to be completed during any period that service is unavailable.

Any other claims resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

2.3.1.1 Limitations

2.3.1.1.1 Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of gross negligence or willful and

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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 tariff 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 tariff.

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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2.3.3.3 Nonrecurring charges do not apply to repair service.

2.3.4 Database Errors or Omissions

2.3.4.1 Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages or costs arising from any such interruptions, errors, or omissions, 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.

2.3.5 Limitation of Liability

2.3.5.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.4.1.1 Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate tariff rates, charges and initial contract period, if any.

2.4.1.2 Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.4.2 Initial Contract Period

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2.4.2.1 Service is provided on month-to-month or on a term agreement basis. The Initial Contract Period is one (1) year unless otherwise specified in this tariff 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 tariff 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 tariff 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.

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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 used in the previous billing cycle, except the Company reserves the right to require payment of such charges at more frequent intervals.

2.5.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.5 In the event a Customer is indebted to the Company for charges and services previously rendered in Nebraska, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.5.6 In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

2.5.7 Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.5.8 The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.5.9 Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Nebraska or for the provision of facilities which also have been provided in Nebraska.

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2.5.10 Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid to avoid service being discontinued. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of the Company's equipment from the Customer's premises.

2.5.11 Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

- Maximum Returned Payment Charge: $25

2.5.12 Customers may have the following options as to the method of paying bills for Company provided service(s):

- If by U.S. Mail, by check or money order only;
- By any means acceptable to financial institutions and the Company.

2.5.13 Payments received by the Company on or before the due date on the Customer's bill will be considered timely. The following billing information shall be remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.5.14 Payments received by the Company after the due and payable date on the Customer's bill may result in discontinuance of the Customer's service.

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2.5.15 The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.5.13, or, if the payment is not timely, the requirements of 2.5.14. have not been met.

2.5.16 Incomplete Calls
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.

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.

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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.

2.9 Taxes and Fees

2.9.1 Rate schedules of the Company in Nebraska 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.

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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 caused by or occurs in the equipment owned, provided, and billed for, by the Company.

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

2.10.5 No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the Customer is responsible for providing electric power.

2.10.6 Should any such error, mistake, omission, interruption, failure, delay, 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 tariff 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.

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2.10.7 In addition and not by way of limitation, in the event that there is a delay 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 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 or credited to the customer.

2.10.9.2 When a customer has been undercharged, the amount of undercharge shall be billed to the customer consistent with applicable state rules and/or contractual agreements.

2.11 Special Services

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.11.1 General

2.11.1.1 The rates and charges quoted in the tariff of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable tariff, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

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2.11.1.2 These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

2.11.1.3 The rates and charges quoted in the tariff of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These 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:

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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 tariff 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.

2.13 Provision and Use of Service and Facilities

2.13.1 Customer service will be furnished to Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.13.2 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

2.13.3 The Company's services are available for use twenty-four (24) hours per day.

2.13.4 Unlawful Use of Service

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2.13.4.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

2.13.4.2 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.4.3 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.4.4 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.13.5 Obligation to Furnish Service

2.13.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

2.13.5.2 When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

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2.13.6 Limited Communication

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.13.7 Resale/Sharing of Service

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

2.13.8 The Company shall maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.13.9 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.13.10 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for which it was provided.

2.14 Denial of Service

2.14.1 Denial of Service Without Notice:
The company may discontinue service without notice for any of the following reasons:

2.14.1.1 Hazardous Conditions. The Company may terminate service for a condition on the Customer's premises determined by the Company to be hazardous.

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2.14.1.2 Abuse.
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over The Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unlawful Use of Service. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.14.2 Denial of Service, With Notice:
The Company may discontinue service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial..

2.14.2.1 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Nebraska Public Service Commission.

2.14.2.2 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

2.14.3 Non-Payment of Bill.

2.14.3.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of its account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before its service is denied.

2.14.3.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage less than 5 days' notice may be given if necessary to protect Company revenues.

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2.14.3.3 Except in cases where a prior promise to pay has not been kept, the Company may not deny service on the day preceding any 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,
(ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

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(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.

2.15 9-1-1 Emergency Service (E9-1-1 or NG9-1-1)

2.15.1 The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone Calls from the public for emergency police, fire or other emergency services within the served territory.

2.15.2 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.

2.15.3 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing Calls and receiving other Calls.

2.15.4 Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

2.15.5 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 Calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.

2.15.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency Calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such Calls.

2.15.7 The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the

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Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

2.15.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

2.15.9 The Customer must furnish the Company its agreement to the following terms and conditions:

2.15.9.1 All 9-1-1 or other emergency Calls will be answered on a 24-hour day, seven-day week basis.

2.15.9.2 The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency Calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

2.15.9.3 The Customer will develop an appropriate method for responding to Calls for nonparticipating agencies that may be directed to their PSAP by calling parties.

2.15.9.4 The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing Calls, and for receiving other Calls.

2.15.10 When E9-1-1 ALI Services are provided, the Customer is responsible to:

2.15.10.1 Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

2.15.10.2 Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.

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2.15.10.3 Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

2.15.11 When the Call Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted herein and providing the access or telephone numbers required to support the selective transfer feature of Call Routing.

2.15.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 Calls to the proper PSAP.

2.15.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of E9-1-1 ALI Services or NG9-1-1 Location Services and NG9-1-1 Additional Data:

2.15.13.1 Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

2.15.13.2 Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

2.15.13.3 Customer shall use due care in providing for the security and confidentiality of the information.

2.15.13.4 Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

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2.15.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this tariff.

2.15.15 The Company supports Local Number Portability (LNP) processing, which allows subscribers to switch from one Originating Service Provider to another without changing their phone numbers.

3 DESCRIPTION OF 9-1-1 EMERGENCY SERVICES

9-1-1 Emergency Services are offered subject to the availability of facilities.

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency Calls placed by dialing the number 9-1-1 and/or emergency Calls originated by telephony
devices, personal communications devices, alarms or sensors.

9-1-1 Emergency Services support interconnection to other Originating Service Providers for the purpose of receiving emergency Calls originating in the other providers' networks. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a Call management system to

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either directly perform the geospatial or selective routing of an emergency Call to the appropriate PSAP, or may be used to hand-off the Call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 Selective Router) for Call completion to the appropriate PSAP. 9-1-1- Emergency Services also provide services of Call Bridging and post Call activity reporting.

E9-1-1 ALI Services includes a comprehensive data management and delivery service. ALI Services provide ALI record discrepancy resolution, reporting, and trouble ticketing for all Call types. The solution includes a web interface for data queries, MSAG management, and trouble ticketing.

NG9-1-1 Location Database Service includes the ongoing utilization of ALI in an NG9-1-1 Call Routing deployment in support of customers transitioning to the usage of GIS data for Geospatial Routing.

NG9-1-1 ECRF/LVF Service includes a Spatial Interface (SI) for the importation of Geospatial Information into the ECRF/LVF data base.

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 tariff.

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.

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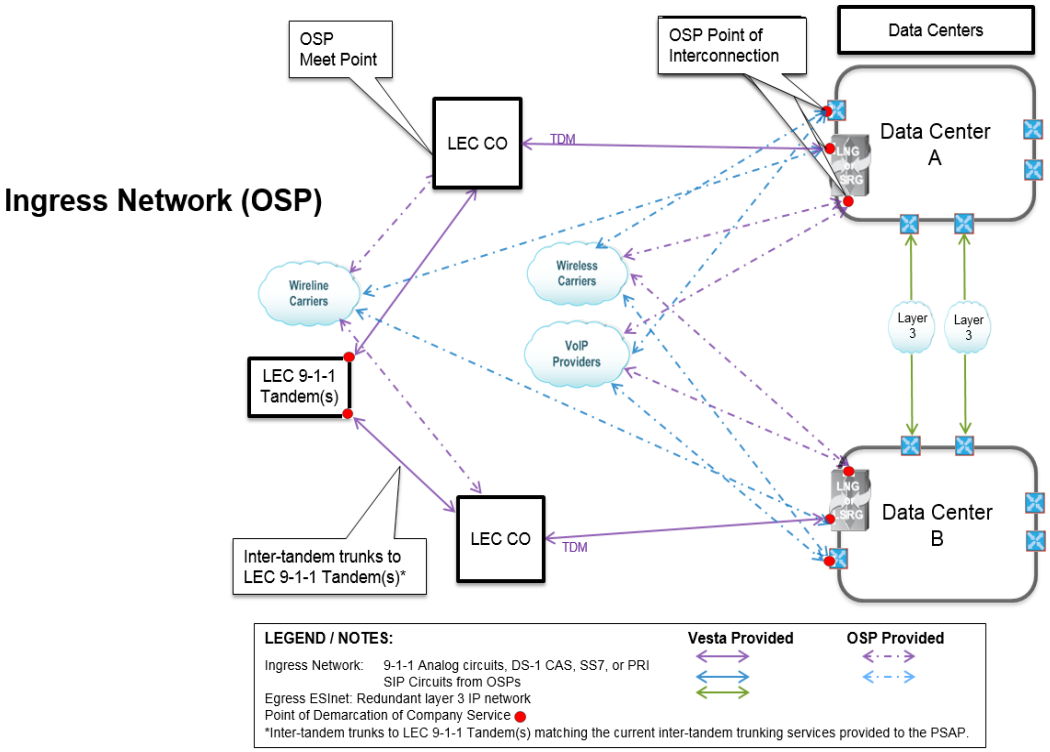
OSP originated SIP traffic must terminate at the OSP POI of the Company specified data centers.



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).

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3.1.2 ESInet (Egress)

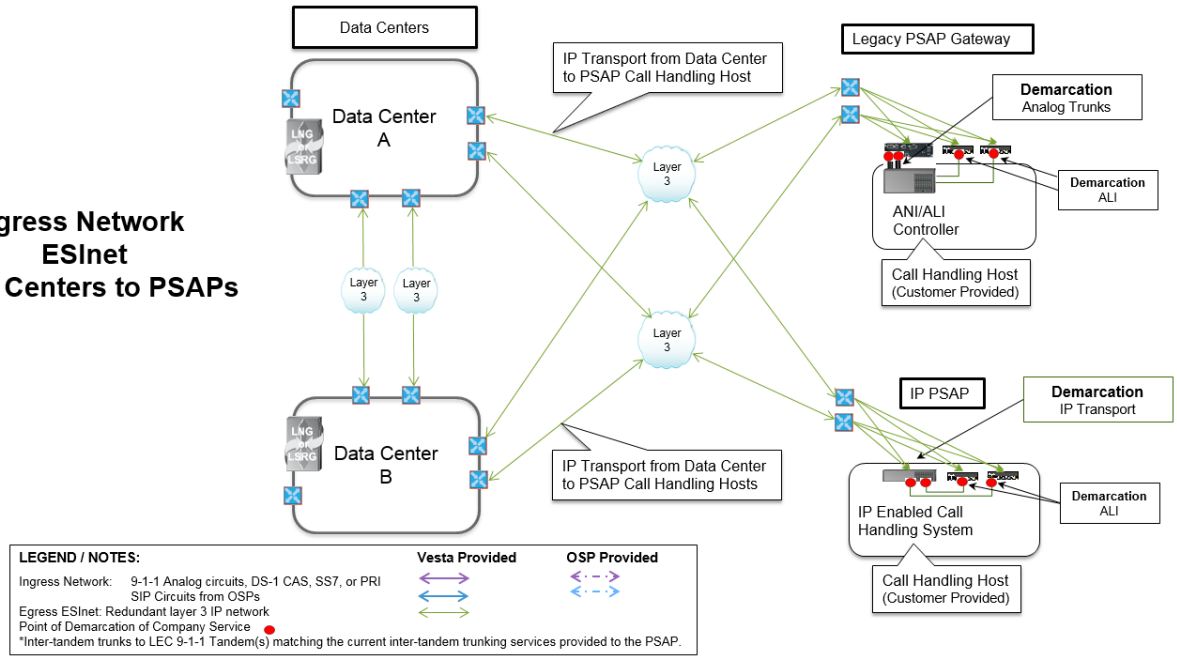
The Company will terminate its IP transport to 1) the Legacy PSAP Gateway where the PSAP 9-1-1 analog trunks terminate or when the Company is to connect to an IP enabled Call Handling System, the Company will terminate its IP transport, 2) to the IP router serving the IP enabled Call Handling System.

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.

Egress Network
ESInet
Data Centers to PSAPs



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3.1.3 **Exclusions**:
For the purpose of clarity, any network elements not described in Section 3.1.1 and 3.1.2 are excluded. Notwithstanding the foregoing, for purposes of clarity, the following are excluded from Network Elements.

3.1.3.1 9-1-1 Call Handling System Host(s) to the 9-1-1 Call Handling Work Stations.

3.1.3.2 Reserved for Future Use

3.1.3.3 10 digit lines for the purpose of Call Transfer/conference (i.e. Administrative lines).

3.1.3.4 Reserved for Future Use

3.1.3.5 Non-Call Router to PSAP trunks (administrative lines or point-to-point TDM trunks for ALI)

3.1.3.6 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 ALI circuits to ALI database (when database provided by other than Company).

3.1.3.8 ALI maintenance secure access.

3.1.3.9 Disaster Alternative Network - The Company does not furnish additional PSTN (Public Switched Telephone Network) services for alternative disaster mode conditions.

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3.2 E9-1-1 Emergency Service

3.2.1 E9-1-1 Call Routing

E9-1-1 Call Routing Service is a public safety grade, specialized managed network for processing 9-1-1 Calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 Call Routing operations. E9-1-1 Routing Service delivers emergency Calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, E9-1-1 Routing Service also provides IP based Call processing capabilities.

The Company's E9-1-1 Routing facilitates interoperability and allows for specialized management of different Call types. The Customer can designate, capture, and report on specific instructions for handling each of the following Call types:

Wireline: Supports traditional wireline emergency Calls originating from an end office, central office and/or enterprise PBX over standard based 9-1-1 analog circuits, DS-1 Channel Associated Signaling (CAS), SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 Calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency Calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing Calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

3.2.1.1 E9-1-1 Call Routing Service Features

Automatic Number Identification (ANI)

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company's E9-1-1 Emergency Services and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound Call.

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IP Selective Routing
The routing of a 9-1-1 Call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks, typically from a given telecommunications carrier, can be designated to route all Calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 Call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined Call route will be chosen and the caller will be terminated to the PSAP based upon the incoming carrier facility the Call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of Calls to recovery locations.

3.2.1.2 9-1-1 Transfer Options

Fixed Transfer
Fixed transfer is a feature that enables a PSAP Call taker to transfer a 9-1-1 Call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code.

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP Call taker to transfer an incoming 9-1-1 Call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

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Manual Transfer
A PSAP Call taker may transfer an incoming Call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The capability of routing 9-1-1 Calls to a designated alternate destination if all 9-1-1 trunks are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

3.2.1.3 Call Event Logging
The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 Call, the identity of the incoming trunk the Selective Router received the Call over, the identity of the outgoing PSAP trunk the Call is terminated to, and the date and time the Call was delivered to its target destination, transferred and/or disconnected.

3.2.2 **9-1-1 ALI Services**

9-1-1 ALI Services are described below. Any additional features or functionality requested by the Customer may be considered on an ICB basis.

3.2.2.1 MSAG Management
The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

3.2.2.2 Database Standards Compliance
The Company acts as the facilitator with the addressing authority in the maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

3.2.2.3 Subscriber Record Management
Subscriber Record Management is the collection of service order records from Originating Service Provider's, validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

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3.2.2.4 ALI Database Updates

After processing and validating subscriber record updates, the Company processes ALI records for Call Routing and for retrieval and display by the PSAP during 9-1-1 Calls.

3.2.2.5 ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective Originating Service Provider for resolution.

3.2.2.6 Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 Call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the Originating Service Provider for resolution.

3.2.2.7 No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective Originating Service Provider for resolution.

3.2.2.8 ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 Call.

3.2.2.9 Data Support of Wireless and VoIP 9-1-1

The Company's database management systems support both Phase I and Phase II wireless and VoIP 9-1-1 Call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

3.2.2.10 ALI Metrics Reporting

The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

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3.3 NG9-1-1 Emergency Service

3.3.1 NG9-1-1 Call Routing

NG9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 Calls that allows the PSAP to utilize new technologies while simultaneously enabling more control over 9-1-1 Call routing operations. NG9-1-1 Routing Service delivers emergency Calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, NG9-1-1 Routing Service also provides IP based Call processing capabilities.

The Company's NG9-1-1 Routing facilitates interoperability and allows for specialized management of different Call types. The Customer can designate, capture, and report on specific instructions for handling each of the following Call types:

Wireline: Supports traditional wireline emergency Calls originating from an end office, central office and/or enterprise PBX over standard based 9-1-1 analog circuits, DS-1 Channel Associated Signaling (CAS), SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 Calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the NG9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency Calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing Calls and data in the appropriate format can connect directly to the NG9-1-1 Routing Service.

3.3.1.1 NG9-1-1 Call Routing Service Features

Policy Routing Function (PRF)

PRF is a feature which utilizes preset rules to either verify or modify the target PSAP to which the ESRP routes the calls based on conditions defined and monitored in order to optimize the PSAP operations. The

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PRF function is invoked to determine what PSAP call processing equipment is available to receive a call. PRF policies are customizable for each agency to make the best routing decision for each device that is available to the PSAP. Alternate destinations can be configured based on PSAP availability. PRF policies are compliant to the NENA defined policy definitions and format.

3.3.1.2 Geospatial Routing

The routing of a 9-1-1 Call to the proper PSAP based upon the location of the caller. Geospatial Routing is typically accomplished by mapping the Caller Location to the Service Boundaries of the appropriate PSAP. The Geospatial Location allows the ECRF to specify the target PSAP, and the Emergency Services Routing Proxy (ESRP) to apply routing rules that deliver the Call to the target PSAP or possible alternative destinations.

The ESRP will use a variety of different call routing rule sets. The ESRP will utilize multiple FE's to make the routing decision. These include the ESRP sending a query to the ECRF (in geo-spatial mode) to retrieve the URI of the intended agency. In addition, the PRF is invoked to determine what PSAP is best positioned to service the Call based on the nominal PSAP's readiness and its alternates.

After a routing decision has been made the Call is processed and handed off through the egress Border Control Function. The Call Router supports i3 or conversion via an LPG for call delivery to all leading equipment manufacturers currently in the market. This allows PSAPs to utilize ESInet resources on legacy equipment.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of Calls to recovery locations.

3.3.1.3 9-1-1 Transfer Options

Fixed Transfer

Fixed transfer is a feature that enables a PSAP Call taker to transfer a 9-1-1 Call to a secondary destination (possibly another PSAP) by requesting the bridge to add the SIP URI of the transfer target.

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Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP to transfer an incoming 9-1-1 Call to another agency supported by the following methods:

1. Initiate a LoST request to the ECRF specifying the location of either the 9-1-1 caller or of the Incident and the Service URN of the required emergency service (for example, fire, police or EMS).

   The ECRF will return the SIP URI necessary to reach the service.

2. Request the bridge to add the SIP URI received from the ECRF to the call.

3.3.2 LIS/LDB

A Location Information Server (LIS) is a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location-by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address, and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.

The Location Database (LDB) server retains much of the current information, functionality, and interfaces of today's ALI and can utilize the currently defined i3 protocols required in an NG9-1-1 deployment.

The LDB integrates with existing E9-1-1 and NG9-1-1 infrastructure, supporting current and future versions of location validation, emergency call routing and location-based call routing.

The LDB consists of database and database management software.

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3.3.3 GIS Functional Elements

Emergency Call Routing Function / Location Validation Function (ECRF/LVF) Service

The ECRF/LVF is an inherent part of the service offer to support the Geospatial Routing Service feature.

The ECRF/LVF complies with all NENA and IETF standards and provides full migration into i3. Key aspects of ECRF/LVF include:

- Allows data analysts to correlate street and community names from three data sources (Postal, MSAG, and GIS)
- Allows authorized service providers to validate locations and route calls using real time data.
- Integration with ALI/Location Database (LDB) and Spatial Interface (SI)
- Identifies common error discrepancies between MSAG, GIS, and Postal
- Extensive online help
- Extensive security mechanisms allow access and updating tailored to most organizations' data operations
- Links to online mapping resources
- Web-based user interface for data management
- Extensive reporting capabilities:
  - Reports which can be exported to Excel, PDF, etc.
  - Tracking agency and individual progress in data preparation
- Allows establishment of translations:
  - County (e.g., "007" = "Boone County")
  - Community (e.g., "North Boone" = "Beaverton")
  - Street (e.g., "SH 76" = "Fairground Rd." = "State Line Rd.")

The ECRF/LVF provides for error handling and logging. The LVF handles LoST error conditions per RFC 5222 and provides at least a default route set up by the administrators on a geographic basis.

The LVF is implemented with a secure public-facing environment to allow any device or functional element to perform validation via the LoST protocol.

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Spatial Interface (SI)
The SI is an inherent part of the service offer to support the management and importation of Geospatial Data updates to the ECRF/LVF.

Key capabilities of the SI include:

- 24x7 real-time GIS data upload access
- On-the-fly geometry and attribution validation checks
- Gap / Overlap detection
- GIS database support for 'Shape File' and 'File Geodatabase' Esri formats
- File reversion support
- Dynamic field mapping to accommodate local GIS database structures
- Road Centerline, Address Point, and Polygon feature class analysis
- Live and fully interactive map display of validation errors location and type
- Dashboard monitoring for data uploads, downloads, user notification, and error counts
- Stale data notification system based on administrator set time limit on date of data
- Activity history tracking and reporting
- Secure User Login for users and system administrators
- Real time relay of GIS updates to the ECRF/LVF

Authoritative sources may have full control over their data while maintaining read-only rights to neighboring data sets. Access permissions will be granted to other data sets once documentation is provided allowing such use.

The SI is designed to allow multiple authorized GIS users to upload, and then have automatically validated, their spatial data in support of required NG9-1-1 functionality for quality management and provisioning to the ECRF/LVF. The SI provides a complete set of geometry and attribution based validation checks to help insure the completeness and integrity of the GIS data uploaded to it.

GIS Data Services
GIS Dataset aggregation, analysis and correction, and data management.

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3.4 Private Switch 9-1-1 (PS9-1-1) Emergency Service

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 tariff, 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. If required, the Company shall file promotions with he Commission for tariff approval prior to offering service at promotional rates.

4.3 Individual Case Basis ("ICB") Offerings

4.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariff rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission, upon request. All customers have non-discriminatory access to requesting the service under an ICB rate.

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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 tariff 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]
5.1.1	**E9-1-1 Call Routing + E9-1-1 ANI** (Reference: Section 3.2.1)	$0.100
5.1.2	**E9-1-1 ALI Database (DB) Services + DB Management** (Reference: Section 3.2.2)	$0.025
5.1.3	**E9-1-1 Network Elements** (Reference: Section 3.1)	$0.025
5.1.4	**E9-1-1 Call Routing + E9-1-1 ANI + E9-1-1 ALI DB Services + DB Management + E9-1-1 Network Elements** (Reference: Section 3.1 – 3.2)	$0.120

[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.

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5.2 NG9-1-1 Emergency Service

The NG9-1-1 features or modules listed in the following table are compliant to leading industry standards specifications including the National Emergency Number Association (NENA) i3 and IETF (Internet Engineering Task Force). Customers may wish to purchase all listed modules as a complete NG9-1-1 Solution for ALI and SR replacement.

		Tariff (Non-Recurring Fee)	**Tariff (Recurring Fee)**
5.2.1	**NG9-1-1 Call Routing + PRF Services** (Reference: Section 3.3.1)	ICB	ICB
5.2.2	**NG9-1-1 Location Database + Location Data Services + LIS Database Application** (Reference: Section 3.3.2)	ICB	ICB
5.2.3	**GIS Functional Element Services** (Reference: Section 3.3.3)	ICB	ICB
5.2.4	**NG9-1-1 Call Routing + PRF Services + NG9-1-1 Location Database + Location Data Services + LIS Database Application + GIS Functional Element Services** (Reference: Sections 3.3.1 – 3.3.3)	ICB	ICB

5.3 Private Switch 9-1-1 (PS9-1-1)

ICB

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5.4 Charges for Service Order, Moves, Changes, & Customer Premises Visits

	Base Charge	Additional Charge
Service Charge for Premises Visit	$150.00/hr.	$75.00
Changes to Customer Definable Features		
First three (3) requests during calendar month	No Charge	N/A
Fourth (4th) and succeeding request during a calendar month	$150.00/request	N/A
Record Order Change	$75.00	N/A

5.4.1 Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

5.4.2 Service Charge for Premises Visits hourly rate is based on a two (2)-hour minimum Base Charge, including travel time. Time that exceeds the two (2) hour minimum, including any portion of a thirty (30) minute increment, will be billed the Additional Charge shown for each increment.

5.4.3 Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer's definable features which include: Default Routing, Alternate Routing, and Call Transfer. Charges apply to the number of requests for changes, not the number of changes per request.

5.4.4 Additional charges will apply for Customer request to move existing service. Such charges are dependent on the unique circumstances of each Customer and will be determined individually.

5.4.5 Record Order Change applies to Customer-initiated requests that involve changes in Company records.

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